



HALL COUNTY BOARD OF COMMISSIONERS WORK SESSION AGENDA

**Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504**

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, May 22, 2023 - 03:00 PM**

Call to Order

Appointments for Consideration

- 1 Appointment to the Keep Hall Beautiful Board to serve a term from June 1, 2023 to May 31, 2026. Commission Districts 1, 2, 3 & 4.
- 2 Appointment to the Keep Hall Beautiful Board to serve a term from June 1, 2023 to May 31, 2026. Commission Districts 1, 2, 3 & 4.
- 3 Appointment to the Avita Community Partners Board to serve a term from July 1, 2023 to June 30, 2026. Commission Districts 1, 2, 3 & 4.
- 4 Appointment to the Chicopee Woods Greens Committee to serve a term from July 1, 2023 to June 30, 2024. Commission Districts 1, 2, 3 & 4.
- 5 Appointment to the Library Board to serve a term from July 1, 2023 to June 30, 2024. Commission Districts 1, 2, 3 & 4.
- 6 Appointment to the Northeast Georgia Region 2 Emergency Medical Services Advisory Council to serve a term from July 1, 2023 to June 30, 2026. Commission Districts 1, 2, 3 & 4.
- 7 Appointment to the GA Department of Behavioral Health and Development Disabilities (DBHDD) Region 1 Advisory Board to serve a term from July 1, 2023 to June 30, 2024. Commission Districts 1, 2, 3 & 4.
- 8 Appointment to the Georgia Mountains Regional Commission (GMRC) as a Private Sector Member to serve a term from July 1, 2023 to June 30, 2024. Chairman Higgins and City Mayors Appointment.
- 9 Appointment to the Convention & Visitor's Bureau (CVB) to serve a term from June 12, 2023 to June 11, 2024. Chairman's Appointment.
- 10 Appointment to the Department of Family and Children's Services (DFACS) to serve a term from July 1, 2023 to June 30, 2028. Chairman's Appointment.
- 11 Appointment to the Citizens Advisory Board of the Gainesville-Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2023 to June 30, 2026. Commission District 1.
- 12 Appointment to the Citizens Advisory Board of the Gainesville-Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2023 to June 30, 2026. Commission District 1.
- 13 Appointment to the Library Board to serve a term from July 1, 2023 to June 30, 2026. Commission District 2.

- 14 Appointment to the Citizens Advisory Board of the Gainesville-Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2023 to June 30, 2026. Commission District 3.
- 15 Appointment to the Convention & Visitor's Bureau (CVB) to serve a term from June 12, 2023 to June 11, 2024. Administrator's Appointment.

Community Services and Parks

- 16 Approve the renewal of the annual contract for IFB #001-43 Athletic Uniforms for Parks and Leisure Services to Hobbs Sporting Goods of Gainesville, GA. The estimated annual cost is \$60,000.00.

County Attorney

- 17 Approve the Stipulation and Settlement Agreement in the workers compensation case of former employee Lester Harris, and authorize the Chairman to execute any and all documents necessary to effectuate the settlement, subject to the review and approval by the County Attorney.
- 18 Approval and authorization for the Chairman and District Commissioners to execute a resolution objecting to the annexation by The City of Lula of tax parcel number 15006D000005 owned by Meden Montano located on 6538 County Line Road, and authorize the Board to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.

Emergency Management

- 19 Approve the Facility Use Agreement between the American Red Cross and Hall County for the purpose of providing disaster relief sheltering services at the North Hall, East Hall, and Mulberry Creek Community Centers, subject to review and approval by County Attorney.

Financial Services

- 20 Approve the renewal of the annual contract for RFQ #43-007 Demand Services for On-Call Electrical Contractors for various County departments to Capital City Electrical Services, LLC of Norcross, GA, and DeHart & Hill Electric, Inc. of Cumming, GA. The estimated annual cost is \$78,774.00.
- 21 Approve the renewal of the annual contract for IFB #023-42 Waste-Refuse Collection Services for various County departments to Waste Pro of GA, Inc. of Athens, GA. The estimated annual cost is \$165,760.00.

Fire Rescue

- 22 Approve the renewal of the annual contract for IFB #023-43 for Fire & EMS Uniform Supply for Fire Rescue to S.T.A.R. Apparel & Plastics, Inc. of Oakwood, GA and North America Fire Equipment Co. of Decatur, AL. The estimated annual cost is \$536,900.00.
- 23 Approve the award of IFB #054-43 Concrete Repair Services at Fire Stations 5, 8, 12 and 13 for Fire Rescue to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$70,145.12.

- 24 Approve the Master Subscription and License Agreement for a new Record Management System (RMS) for Fire Rescue with EPR Systems USA, Inc. of Jacksonville, FL in the amount of \$74,195.00, subject to review by the County Attorney.
- 25 Approve the sole source contract for Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue to Ten-8 Fire & Safety LLC, of Bradenton, FL; and approval and authorization for the Chairman to execute a lease agreement with Ten-8 Fire & Safety LLC for the leasing of one (1) maintenance bay located at 2801 Allen Creek Road, subject to review and approval by County Attorney. The estimated annual cost is \$951,777.00.

Planning and Development

- 26 Public Hearing to transmit Hall County's updated short-term work program and capital improvement element to the Georgia Mountains Regional Commission.
- 27 **Public Hearing: Section 17.180 | Text Amendment |** Proposed amendment to Section 17.180. A copy of the proposed amendment is available from the Hall County Planning office | All Commission Districts | **Hall County Planning, applicant.** NOTE: Tabled at the April 13, 2023 Voting Meeting until the May 25, 2023 Voting Meeting.
- 28 **4240 Winder Highway | Amend Conditions |** of a Planned Office Development (POD) on a 7.03± acre tract located on the west side of Winder Highway approximately 975 feet from its intersection with Martin Road | Zoned POD; Tax Parcel 15044B000009 | **Proposed use: mixed offices |** Commission District 1 | **Maroun Aoun, applicant.**

Public Works and Utilities

- 29 Approve the award of IFB #057-43 Tree Cutting, Removal and Stump Grinding Services for forty-five (45) trees located in Chicopee Village for the Road Maintenance Division to AKA Tree Service of Oakwood, GA, in the amount of \$66,510.00.
- 30 Approve Change Order #2 to Task Order #2022-034 under RFP/Q #42-002 Demand Services for Resurfacing, Paving, and Full Depth Reclamation of various County roads for the FY 2023 resurfacing program for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA. The estimated cost is \$99,000.00.
- 31 Approve the award of RFQ/P #43-021 Construction Manager at Risk for Hall County Health Department Campus Renovations for Public Works & Utilities to Hogan Construction Group, LLC of Peachtree Corners, GA. The estimated cost is \$1,048,337.67.
- 32 Approve the renewal of the annual contract for RFQ/P #43-001 Demand Services for Professional Architectural Services for Public Works & Utilities to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA, and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is \$400,000.00.

- 33 Approve the renewal of the annual contract for RFQ/P #41-001 Demand Services for Civil Engineering for Public Works & Utilities to Atlas Technical Consultants, LLC of Duluth, GA, CPL Architects, Engineers, Landscape and Surveyor, D.P.C (P.C.) of Suwanee, GA and Hussey, Gay, Bell, & DeYoung International of Duluth, GA. The estimated annual cost is \$150,000.00.
- 34 Approve the renewal of the annual contract for RFQ/P #43-004 Sewer System Operation Services for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL. The estimated annual cost is \$1,149,652.00.
- 35 Approve the renewal of the annual contract for RFP/Q #41-006 Demand Services for Hall County Sewer System for Public Works & Utilities to AECOM Technical Services, Inc. of Atlanta, GA, Civil Engineering Consultants, Inc. of Marietta, GA and Tetra Tech, Inc. of Atlanta, GA. The estimated annual cost is \$1,800,000.00.

County Administrator

Public Comments (PUBLIC HEARING ITEMS (i.e. ZONINGS, ORDINANCE CHANGES, ETC.) WILL ONLY BE RECEIVED AT THE REGULAR SCHEDULED VOTING MEETINGS IN WHICH THE ITEM IS TO BE HEARD) 2 minutes per speaker/20 minutes

Commission Time

Adjourn

Hall County Government welcomes people with disabilities and their trained service animals. For questions about accessibility or to request reasonable accommodations please contact Maria Tuck, Compliance Specialist at 770-531-6712 48 hours prior to the event or as soon as possible.



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 253/2023

SUBJECT: Appointment to the Keep Hall Beautiful Board to serve a term from June 1, 2023 to May 31, 2026. Commission Districts 1, 2, 3 & 4.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: n/a

Purpose of Request:

Appointment to the Keep Hall Beautiful Board to serve a term from June 1, 2023 to May 31, 2026. Commission Districts 1, 2, 3 & 4.

History:

Bobby Purdum is the current appointment as an advisory member.

Facts and Issues:

Bobby Purdum is willing and eligible to serve another term.

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 254/2023

SUBJECT: Appointment to the Keep Hall Beautiful Board to serve a term from June 1, 2023 to May 31, 2026. Commission Districts 1, 2, 3 & 4.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:

Appointment to the Keep Hall Beautiful Board to serve a term from June 1, 2023 to May 31, 2026. Commission Districts 1, 2, 3 & 4.

History:

The current appointment is Commissioner Gregg Poole.

Facts and Issues:

Commissioner Poole is willing and eligible to serve another term.

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 255/2023

SUBJECT: Appointment to the Avita Community Partners Board to serve a term from July 1, 2023 to June 30, 2026. Commission Districts 1, 2, 3 & 4.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:

Appointment to the Avita Community Partners Board to serve a term from July 1, 2023 to June 30, 2026. Commission Districts 1, 2, 3 & 4.

History:

The current appointment is Seth Barnes, Jr.

Facts and Issues:

Seth Barnes, Jr. is unable to serve another term.

Options:

This Board meets the fourth Wednesday of every month at 6:30 pm at their office in Flowery Branch, GA.

Funding Requested

\$ 0.00

Are funds within current budget?

No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Approve	Clerk
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Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 256/2023

SUBJECT: Appointment to the Chicopee Woods Greens Committee to serve a term from July 1, 2023 to June 30, 2024. Commission Districts 1, 2, 3 & 4.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:

Appointment to the Chicopee Woods Greens Committee to serve a term from July 1, 2023 to June 30, 2024. Commission Districts 1, 2, 3 & 4.

History:

Keith Morris is the current appointment.

Facts and Issues:

Keith Morris is willing and eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 257/2023

SUBJECT: Appointment to the Library Board to serve a term from July 1, 2023 to June 30, 2024. Commission Districts 1, 2, 3 & 4.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:

Appointment to the Library Board to serve a term from July 1, 2023 to June 30, 2024. Commission Districts 1, 2, 3 & 4.

History:

Commissioner Kathy Cooper is the current appointment as ex-officio.

Facts and Issues:

Commissioner Kathy Cooper is willing and eligible to serve another term.

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 258/2023

SUBJECT: Appointment to the Northeast Georgia Region 2 Emergency Medical Services Advisory Council to serve a term from July 1, 2023 to June 30, 2026. Commission Districts 1, 2, 3 & 4.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:

Appointment to the Northeast Georgia Region 2 Emergency Medical Services Advisory Council to serve a term from July 1, 2023 to June 30, 2026. Commission Districts 1, 2, 3 & 4.

History:

Chief Christie Grice is the current appointment.

Facts and Issues:

Chief Christie Grice is willing and eligible to serve another term.

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Approve	Clerk
JR	JR

Attachments:

EMS Council Letter



_____ (Date)

To the Northeast Georgia Region 2 Emergency Medical Services Advisory Council,

On Behalf of **Hall County**, I/we nominate _____ to serve on the Northeast Georgia Region 2 Emergency Medical Services Council to fill the current term **July 1st 2023 - June 30th 2026**, for our county. I also understand that the position is not automatically renewed and requires a renewal or replacement decision from said county before the end of the term.

The current representative whose term is expiring is **Christy Grice**

Please let us know about your decision by June 12th, 2023, by completing the attached nomination letter. Your options are:

1. Reappoint **Chief Christy Grice** for another 3-yr. term ending **06/30/2026**.
2. Appoint a new representative from the recommended stakeholder list and send us his/her contact information for a term ending in June 2026.

I/We understand my/our decision must be received by **June 12th, 2023**, so we can notify the new representative of their attendance requirements and give a copy of the by-laws prior to the June 15th, 2023, meeting, and the locations of said meeting.

_____ (Please type or print name clearly)
Commissioner Representative

_____ (Signature) _____ (Date)

Please provide the following information for your representative:

Mailing Address _____ City _____ State _____ Zip _____

Email address _____ Phone Number _____

Employer _____ Title/Position _____

Please mail or email your decision to the following address:

Lanier Swafford
Region 2 OEMS- Regional Director
2916 Highway 136 West
Dawsonville, GA 30534
lanier.swafford@dph.ga.gov



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 259/2023

SUBJECT: Appointment to the GA Department of Behavioral Health and Development Disabilities (DBHDD) Region 1 Advisory Board to serve a term from July 1, 2023 to June 30, 2024. Commission Districts 1, 2, 3 & 4.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:

Appointment to the GA Department of Behavioral Health and Development Disabilities (DBHDD) Region 1 Advisory Board to serve a term from July 1, 2023 to June 30, 2024. Commission Districts 1, 2, 3 & 4.

History:

Kristen Pruitt is the current appointment.

Facts and Issues:

Kristen Pruitt is unable to serve another term.

The Council meets bi-monthly on the 2nd Thursday at 2pm virtually.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Approve	Clerk
JR	JR

Attachments:

Meeting Schedule



D·B·H·D·D

DBHDD R1 Advisory Council

Meeting Schedule

FY 2023	Thursday, August 11, 2022	2:00PM - 4:00PM	VIRTUAL via WEBEX
	Thursday, October 13, 2022	2:00PM - 4:00PM	VIRTUAL via WEBEX
	Thursday, December 08, 2022	2:00PM - 4:00PM	VIRTUAL via WEBEX
	Thursday, February 09, 2023	2:00PM - 4:00PM	VIRTUAL via WEBEX
	Thursday, April 13, 2023	2:00PM - 4:00PM	VIRTUAL via WEBEX
	Thursday, June 08, 2023	2:00PM - 4:00PM	VIRTUAL via WEBEX
FY 2024	Thursday, August 10, 2023	2:00PM - 4:00PM	VIRTUAL via WEBEX
	Thursday, October 12, 2023	2:00PM - 4:00PM	VIRTUAL via WEBEX
	Thursday, December 14, 2023	2:00PM - 4:00PM	VIRTUAL via WEBEX
	Thursday, February 08, 2024	2:00PM - 4:00PM	VIRTUAL via WEBEX
	Thursday, April 11, 2024	2:00PM - 4:00PM	VIRTUAL via WEBEX
	Thursday, June 13, 2024	2:00PM - 4:00PM	VIRTUAL via WEBEX

Bi-Monthly on the 2nd Thursday | Date Subject to Change *

DBHDD Region 1 services individuals residing in the following counties: Banks, Bartow, Catoosa, Chattooga, Cherokee, Cobb, Dade, Dawson, Douglas, Fannin, Floyd, Forsyth, Franklin, Gilmer, Gordon, Habersham, Hall, Haralson, Hart, Lumpkin, Murray, Paulding, Pickens, Polk, Rabun, Stephens, Towns, Union, Walker, White, and Whitfield.



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 260/2023

SUBJECT: Appointment to the Georgia Mountains Regional Commission (GMRC) as a Private Sector Member to serve a term from July 1, 2023 to June 30, 2024. Chairman Higgins and City Mayors Appointment.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:

Appointment to the Georgia Mountains Regional Commission (GMRC) as a Private Sector Member to serve a term from July 1, 2023 to June 30, 2024. Chairman Higgins and City Mayors Appointment.

History:

Deborah Mack is the current appointment.

Facts and Issues:

Debroah Mack is willing and eligible to serve another term.

A majority (6 of 8) of the cities are in favor of Ms. Mack's re-appointment.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Approve	Clerk
JR	JR

Attachments:

Re-appointment Request Memo from GMRC
Re-appointment Form



MEMORANDUM

To: Mayors, County Commission Chairmen, City and County Managers, City and County Clerks

From: Heather Feldman, GMRC Executive Director

Date: May 4, 2023

Re: Appointment or Reappointment of Private Sector Members of the GMRC Council

Pursuant to the GMRC Bylaws, each county within the Georgia Mountains Regional Commission (GMRC) has one Private Sector Appointee on the GMRC Council. All GMRC private sector appointments must be certified annually by the full council. This will be done at the June 29, 2023 Council Meeting which will be held in Blairsville, GA. Per Article IV, Section I.C. *"Appointees should be active members of the business or professional community represented and shall be capable of representing the broad private sector business interests of the county from which he or she is appointed"*.

We encourage the county and its cities to jointly agree on the appointee. I encourage you to discuss with each other and the appointee of your intentions. If we do not hear differently, we assume that you do not plan to change your current appointment, so it is very important that you notify GMRC of your intentions. The appointment form is attached, and should be returned, by email, to Gina Kessler by Monday, **June 5, 2023**. Should you have any questions, please contact Gina Kessler at 770-538-2607 or gkessler@gmrc.ga.gov.

Current private sector appointees are:

<u>County</u>	<u>Appointee</u>
Banks	Vicki Boling
Dawson	Kevin Herrit
Franklin	Leslie McFarlin
Habersham	Ken Schubring
Hall	Deborah Mack
Hart	Bill Chafin
Lumpkin	Rebecca Mincey
Rabun	Doug Wayne
Stephens	James Addison
Towns	Denise McKay
Union	Mitch Griggs
White	Susan Cremering



MEMORANDUM

To: Gina Kessler, GMRC Executive Assistant
From: _____
Re: Appointment for _____ County's Private Sector Appointee

The County and its City(s) have agreed to appoint or reappoint _____ as our Private Sector Representative on the GMRC Council to serve from July 1, 2023 to June 30, 2024

County or City Official

Position

Attest

Date

Please return to gkessler@gmrc.ga.gov no later than June 5th.



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 261/2023

SUBJECT: Appointment to the Convention & Visitor's Bureau (CVB) to serve a term from June 12, 2023 to June 11, 2024. Chairman's Appointment.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:

Appointment to the Convention & Visitor's Bureau (CVB) to serve a term from June 12, 2023 to June 11, 2024. Chairman's Appointment.

History:

Commissioner Billy Powell is the current appointment.

Facts and Issues:

Commissioner Billy Powell is willing and eligible to serve another term.

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 262/2023

SUBJECT: Appointment to the Department of Family and Children's Services (DFACS) to serve a term from July 1, 2023 to June 30, 2028. Chairman's Appointment.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:

Appointment to the Department of Family and Children's Services (DFACS) to serve a term from July 1, 2023 to June 30, 2028. Chairman's Appointment.

History:

Pastor Jose Delgado is the current appointment.

Facts and Issues:

Pastor Jose Delgado is unable to serve another term.

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 263/2023

SUBJECT: Appointment to the Citizens Advisory Board of the Gainesville-Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2023 to June 30, 2026. Commission District 1.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:

Appointment to the Citizens Advisory Board of the Gainesville-Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2023 to June 30, 2026. Commission District 1.

History:

Sloan Spivey is the current appointment.

Facts and Issues:

Sloan Spivey is eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 264/2023

SUBJECT: Appointment to the Citizens Advisory Board of the Gainesville-Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2023 to June 30, 2026. Commission District 1.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:

Appointment to the Citizens Advisory Board of the Gainesville-Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2023 to June 30, 2026. Commission District 1.

History:

Patrick O'Rourke is the current appointment.

Facts and Issues:

Patrick O'Rourke is willing and eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 265/2023

SUBJECT: Appointment to the Library Board to serve a term from July 1, 2023 to June 30, 2026. Commission District 2.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:

Appointment to the Library Board to serve a term from July 1, 2023 to June 30, 2026. Commission District 2.

History:

Gary Hulton is the current appointment.

Facts and Issues:

Gary Hulton is unable to serve another term.

Options:

The following citizens have expressed interest in serving: Alexis Koch, Jennifer Helfrich and Brad Williams.

Funding Requested

\$ 0.00

Are funds within current budget?

No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Approve	Clerk
---------	-------

Approve	Clerk
JR	JR

Attachments:

Interest Form - Jennifer Helfrich

Interest Form - Brad Williams

Interest Form - Alexis Koch

Jennifer Rivera (Administration)

From: Info <Info@hallcountylibrary.org>
Sent: Friday, June 3, 2022 2:17 PM
To: Lisa MacKinney
Subject: Expression of Interest

EXTERNAL EMAIL: Do not click any link or attachment in this email unless you recognize the **SENDER** and know the content is safe.

Library Board Membership Application

Name	Jennifer Helfrich
Street Address	4670 Weatherford Road
City, Zip Code	30504
eMail Address	jhelfrich9496@gmail.com
Primary Phone	770-329-6458
Secondary Phone	
Occupation	HSE Instructor
Employer	Lanier Technical College

Statement of Interest

Hello,

I am interested in serving on the Hall County Library Board. While I am relatively new to Hall County (resident for 5 years), I appreciate the services and continued improvements in the Hall County Library System. My work background has given me a strong appreciation of all libraries and an understanding of their importance in the communities. I was a school library in Gwinnett County Public Schools for 8 years and the Coordinator of Media Services in GCPS for 7 years. I've also served for multiple years on the Executive Board of the Georgia Library Media Association, including one year as president. I have experience with ebook platforms, electronic databases, school/public library collaboration, library collaborative spaces, and library advocacy.

I would love to be considered for a board position when one becomes available.

Sincerely,
Jennifer Helfrich

I understand and agree to these terms: yes

Jennifer Rivera (Administration)

From: Info <Info@hallcountylibrary.org>
Sent: Friday, November 4, 2022 4:07 PM
To: Lisa MacKinney
Subject: Expression of Interest

EXTERNAL EMAIL: Do not click any link or attachment in this email unless you recognize the **SENDER** and know the content is safe.

Library Board Membership Application

Name Brad Williams
Street Address 6400 Claude Parks Road
City, Zip Code 30564
eMail Address bradfordleewilliams@yahoo.com
Primary Phone 770-561-3705
Secondary Phone
Occupation
Employer

Statement of Interest

My name is Brad Williams and I am writing to express my interest in serving on the Hall County Library Board. I have spent the majority of my life in Hall County. The local library system has been a valuable asset to me both for leisure and education. I have frequented multiple branches for decades in my own journey from learning to read as a child to working through graduate studies with help from the resources Hall County Library System provides. I often use the quiet study areas on the second floor of the beautifully renovated main branch in Gainesville. I also appreciate the convenience of the Murrayville branch for hold pick ups and frequent drop-ins with my daughters. We participate in the Beanstack reading program thanks to a seemingly never ending supply of children's books. That has recently payed off. My kindergartner is now reading to me, which has made me so proud. I hope that my girls receive the same benefits from a healthy lifelong relationship with an excellent library system. I would like to volunteer for an opportunity to help make sure that hope is realized. Thank you for your consideration.

I understand and agree to these terms: yes

Jennifer Rivera (Administration)

From: Info <Info@hallcountylibrary.org>
Sent: Monday, March 21, 2022 9:17 PM
To: Lisa MacKinney
Subject: Expression of Interest

EXTERNAL EMAIL: Do not click any link or attachment in this email unless you recognize the **SENDER** and know the content is safe.

Library Board Membership Application

Name	Alexis Koch
Street Address	1057 Longview Drive
City, Zip Code	Gainesville, 30501
eMail Address	alexistaylork@yahoo.com
Primary Phone	404-754-0238
Secondary Phone	
Occupation	Teacher
Employer	Gainesville City Schools

Statement of Interest

I am very interested in serving on the Library Board in downtown Gainesville. I grew up going to the Murrayville library and was always eager to gain knowledge and join any adventure in a book. Now I am a teacher in the city and I am surrounded by books on a daily basis. I think that it is an essential stepping stone in any child's life and gives them opportunities to make real life connections. It can also ignite their creativity and be comfort in a time of need. I work with Cathryn Smith and Mollie Stowe and they always talk about how they love being a part of the Library Board. I want to be an active part in of the community that enriches any child or adults life. I would love to volunteer and get more people aware of the resources the library has to offer.

I understand and agree to these terms: yes



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 266/2023

SUBJECT: Appointment to the Citizens Advisory Board of the Gainesville-Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2023 to June 30, 2026. Commission District 3.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:

Appointment to the Citizens Advisory Board of the Gainesville-Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2023 to June 30, 2026. Commission District 3.

History:

Greg Simpson is the current appointment.

Facts and Issues:

Greg Simpson is eligible to serve another term.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Appointments for Consideration

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 267/2023

SUBJECT: Appointment to the Convention & Visitor's Bureau (CVB) to serve a term from June 12, 2023 to June 11, 2024. Administrator's Appointment.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:

Appointment to the Convention & Visitor's Bureau (CVB) to serve a term from June 12, 2023 to June 11, 2024. Administrator's Appointment.

History:

Becky Ruffner is the current appointment.

Facts and Issues:

Becky Ruffner is willing and eligible to serve another term.

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Community Services and Parks

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 249/2023

SUBJECT: Approve the renewal of the annual contract for IFB #001-43 Athletic Uniforms for Parks and Leisure Services to Hobbs Sporting Goods of Gainesville, GA. The estimated annual cost is \$60,000.00.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: BH

Recommendation:
Hobbs Sporting Goods, Gainesville, GA

Purpose of Request:

Approve the renewal of the annual contract for IFB #001-43 Athletic Uniforms for Parks and Leisure Services to Hobbs Sporting Goods of Gainesville, GA. The estimated annual cost is \$60,000.00.

History:

This is year two (2) of a three (3) year possible contract renewal. Hobbs Sporting Goods has been very good to work with, and they are located in Hall County.

Facts and Issues:

Hobbs Sporting Goods is located in Hall County, and this has made working with them convenient and time-saving. The personnel at Hobbs Sporting Goods is professional and they are in good standing within the County.

Options:

Funding Requested

\$ 60,000.00

Are funds within current budget?

Yes

Source of Funds

Parks and Leisure

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

No

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
DH	BH	BH	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Signature Request & Contract - Hobbs Sporting Goods



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 249/2023

Funds Requested: \$ 60,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Parks and Leisure

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	002 - PARKS & LEISURE	1117 - PARKS & LEISURE -SVS DIS	4225A - ATHLETIC UNIFORMS & EQUIPMENT	\$60,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BH

Phone: 678-997-5823



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 5/4/2023

To: Richard Higgins, Commission Chairman

From: Debra Howington, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: IFB #001-43-1

Bid/Contract Name: Athletic Uniforms Annual Contract

Department(s) Requesting Contract: Parks and Leisure Services

Award Recipient Name: Hobbs Sporting Goods

Date of BOC Approval: 5/25/2023

Contract Description: Uniforms for various athletic teams for County

☒ Annual Contract ☐ New ☒ Renewal

Estimated Prior Year's Spend: \$ 59,690.45

☐ Price Increase Requested Percentage Increase:

☐ Project/Service Contract Awarded Amount:

☒ Commodity Contract Awarded Amount: OPEN

Comments: This is year two (2) of a three (3) year bid.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Attachment A

Athletic Uniforms Annual Contract
2023

March 28,

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

No price increase for FY24

cc: Contract File

State of Georgia
County of Hall

Contract #001-43-1

Supplement Agreement #1

Athletic Uniforms Annual Contract

March 28, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #001-43, Athletic Uniforms Annual Contract, dated July 1, 2022 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- By extending the contract coverage for a one year period through June 30, 2024,
- Allow for price adjustments as agreed to and recorded in Attachment A,
- Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 16 day of
May, 2023

E.R. Patel

Notary Public
Commission expires: 08/13/23

Hobbs Sporting Goods

By: Nate Miller
Nate Miller
Partner



**001-43 Athletic Uniform Supply
Annual Contract**

**Hobbs
Sporting
Goods
Gainesville,
GA**

**FY24 No price
increase**

<u>Item #</u>	<u>Description</u>	<u>Unit Price</u>
	Basketball Uniforms	
1	Youth (Boys) Logo'd Reversible NBA Jersey (S-XL)	\$12.00
2	Youth (Girls) Logo'd Reversible WNBA Jersey (S-XL)	\$12.00
3	Youth (Mens) Logo'd Reversible NBA Jersey (S-5XL)	\$13.00
4	Youth (Womens) Logo'd Reversible WNBA Jersey (S-3XL)	\$13.00
5	Youth (Boys) Logo'd NBA Shorts (all sizes)	\$15.00
6	Youth (Girls) Logo'd WNBA Shorts (all sizes)	\$15.00
7	Adult (Men) Logo'd NBA Shorts (all sizes)	\$15.00
8	Adult (Women) Logo'd WNBA Shorts (all sizes)	\$15.00
9	NBA/WNBA Logo'd Game Shirt for Coaches (all sizes)	\$13.00
10	(Youth) Collegiate Replica Jersey w / #'s (all sizes)	no bid
11	(Adult) Collegiate Replica Jersey w / #'s (all sizes)	no bid
12	Collegiate Replica Ball Park Jersey for Coaches (all sizes)	no bid
13	(Youth) Collegiate Replica Rookie Jersey w / #'s (all sizes)	no bid
14	(Youth) MLB Evolution Tee w / #'s (all sizes)	\$19.50

15	(Adult) MLB Evolution Tee w / #'s (all sizes)	\$19.50	
16	(Adult) MLB & Minor Replica Jersey for Coaches (all sizes)	\$19.00	
17	Gildan (Ladies) Tee w / logo (all sizes)	\$7.00	
18	Gildan Tee w / logo (all sizes)	\$7.00	
19	Gildan Performance Polo w / logo (all sizes)	\$18.00	
20	All-Star Baseball Uniform (all sizes)	\$48.00	
21	All-Star Baseball Coaches Uniform (all sizes)	\$24.00	
22	All-Star Softball Uniform (all sizes)	\$48.00	
23	All-Star Softball Coaches Uniform (all sizes)	\$24.00	
24	Richardson Cap w / 3D logo	\$16.00	
25	Staff Hat (one size - adjustable)	\$16.00	
26	All-Star Yough League Series Catching Kit	\$109.00	
27	Rawlings Baseballs (doz. Count)	\$50.00	
28	Outdoor Cap MLB Replica Cap	\$7.95	
29	Outdoor Cap Collegiate Visor one size - adjustable	\$7.95	
30	Mark V Basketball Scorebook	\$7.95	



AGENDA ITEM

County Attorney

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 276/2023

SUBJECT: Approve the Stipulation and Settlement Agreement in the workers compensation case of former employee Lester Harris, and authorize the Chairman to execute any and all documents necessary to effectuate the settlement, subject to the review and approval by the County Attorney.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: WJLICA

Recommendation:
Approval.

Purpose of Request:

To approve the Stipulation and Settlement Agreement in the Worker's Compensation case of former employee Lester Harris, and authorize the Chairman to execute any and all documents necessary to effectuate the settlement, subject to the review and approval of the County Attorney.

History:

On November 19, 2021 Lester Harris sustained a compensable injury involving his back, left leg, and left shoulder.

Facts and Issues:

Although bona fide and genuine disputes exist between the parties to the case as to the facts, it is the desire and intention of the parties to settle any and all claims and disputes arising out of the accident on November 19, 2021.

Options:

To approve or deny the settlement.

Funding Requested

\$ 227,349.00

Are funds within current budget?

Yes

Source of Funds

Risk Management

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2023-05-25

Approvals:

Submit	Budget	Finance	Attorney
WLI	EW	WG	WLI
Administration		Clerk	
CR		JR	

Attachments:

Financial Supplement

Lester Harris WC Stipulation and Settlement Agreement



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 276/2023

Funds Requested: \$ 227,349.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Risk Management

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	012 - RISK MANAGEMENT	012 - RISK MANAGEMENT	4465 - W/C CLAIMS	\$227,349.00

Budget Transfer Items:

Additional Information/Comments:

Enterprise ERP Coding: 602-1555-552203-0000-

Contact for Questions: WLCA

Phone:

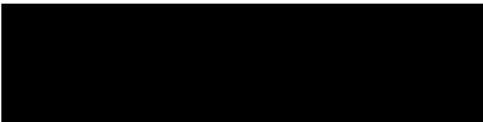
(770) 297-2686

IN THE STATE BOARD OF WORKERS' COMPENSATION
STATE OF GEORGIA

SBWC Claim No. 2021-117127

D/A: 11/19/2021

Lester Harris



Employee/Claimant

Hall County, Georgia
2875 Browns Bridge Road
Gainesville, Georgia 30504

Employer/Self-Insurer

Gallagher Bassett Services, Inc.
2915 Premiere Parkway
Suite 350
Duluth, Georgia 30097

Servicing Agent

Rustin Smith
Smith Hulsey Attorneys at Law
756 Green Street, N.E.
Gainesville, Georgia 30501
(678) 273-2700
Tax I.D.# 83-3230163

Attorney for
Employee/Claimant

Chuck DuBose
Stewart, Melvin & Frost, LLP
P. O. Box 3280
Gainesville, Georgia 30503
(678) 207-2065

Attorney for
Employer/Self-Insurer

STIPULATION AND SETTLEMENT AGREEMENT

COMES NOW the parties to the above-styled case and file this, their Stipulation and Agreement, with the State Board of Workers' Compensation and respectfully request that it be substituted in lieu of any and all evidence which might be adduced at any hearing on the matter and that an Award be issued by the State Board of Workers' Compensation based hereon as follows:

1. The parties hereto are: LESTER HARRIS, hereinafter referred to as "Employee," HALL COUNTY, GEORGIA, hereinafter referred to as "Employer/Self-Insurer," and GALLAGHER BASSETT SERVICES, INC., hereinafter referred to as "Servicing Agent."

2. On November 19, 2021, the Employee herein sustained a compensable injury involving his back, left leg, and left shoulder.

3. The Employee herein contends he has residual disability as a consequence of his compensable injuries. He also asserts he will require additional medical treatment as a consequence of his injuries.

4. The Employer/Self-Insurer and Servicing Agent, on the other hand, contend the Employee's condition has improved to the point he is capable of returning to work earning his pre-injury average weekly wage. The Employer/Self-Insurer and Servicing Agent also assert the Employee will require little, if any, additional medical treatment as a consequence of his injuries.

5. Bona fide and genuine disputes exist between the parties as to the facts in the case, the determination of which disputes would materially affect the amount of compensation to be received by the Employee.

6. All parties are represented by counsel.

7. It is the desire and intention of the parties hereto to forever and irrevocably settle any and all claims and disputes arising out of the accident of November 19, 2021, by entering into the Stipulation and Agreement and having it approved as an Award of the State Board of Workers' Compensation, in accord with the general purposes and intent of the workers' compensation laws of Georgia, to forever and irrevocably settle any and all claims and disputes arising out of said accident, including claims for the payment of workers' compensation benefits of any kind and nature as well as claims for expenses for medical treatment and vocational rehabilitation. It is further agreed specifically between the parties hereto that each party waives any right to have the total

amount awarded in the case either increased or decreased by seeking to have the Award hereunder modified or reviewed either under the provisions of O.C.G.A. § 34-9-104 or otherwise and each party agrees to be estopped from either taking or participating in any such attempted action.

8. It is further agreed between the parties that the Employee has sustained no superadded injury or injuries to the injury of on or about November 19, 2021, and the November 19, 2021 injury is the only compensable injury the Employee has sustained with the Employer/Self-Insurer herein.

NOW THEREFORE, it is hereby specifically stipulated, covenanted and agreed by and between the parties hereto that the Employer/Self-Insurer and Servicing Agent agree as follows:

1. After giving due regard and weight to the conflicting evidence relating to the disputed facts and considering all attendant circumstances of this claim, the parties wish to resolve their differences by compromise settlement which will terminate any and all litigation in this matter and forever resolve the disputes and issues that do or could exist between the parties and irrevocably conclude all claims for the alleged incident. In this spirit of compromise and to accomplish these aims, the Employer/Self-Insurer and Servicing Agent agree to pay, and the Employee agrees to accept, in full and final settlement, satisfaction, and extinguishment of any and all claims for the injuries occurring on November 19, 2021, the total amount of TWO HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED FORTY-NINE DOLLARS (\$227,349.00)(\$125,000.00 in

indemnity benefits plus \$102,349.00 Medicare Set-Aside), \$125,000.00 of which will be paid in a lump-sum upon approval of this Stipulation and Agreement, with the remaining \$102,349.00 for the Medicare Set-Aside being paid by seed money of \$23,729.00 and an annuity from a third party, American General Life Insurance Company pursuant to the terms of the attached annuity, to the Employee/Claimant if living, and if such payment is not made by June 3, 2032, by American General Life Insurance Company, the Employer/Self-Insurer shall make payment within 30 days of said due date of June 3, 2032.

2. The above indemnity settlement amount of \$125,000.00 made payable to the Employee and his attorney is inclusive of attorney fees of 25 % as per the contract and agreement entered into between the Employee and his attorney, which is on file with the State Board of Workers' Compensation and made a part hereof by agreement of all parties. The Employee is to receive \$89,743.65 in a lump-sum payment upon approval of the Stipulation and Agreement, plus the \$102,349.00 Medicare Set-Aside paid out from seed money and an annuity pursuant to the attached Exhibit C - Terms of Structured Settlement, and the Employee's attorney is to receive \$35,256.35 upon approval of the Stipulation and Agreement, which represents \$31,250.00 in attorney fees and \$4,006.35 in expenses of litigation, of the \$125,000.00 indemnity settlement. Credit will be taken for any weekly indemnity benefits paid for days after the date the Stipulation is approved by the State Board of Workers' Compensation. The Employee directs the Employer/Self-Insurer to send his portion of the settlement to his attorney of record, Rustin Smith. The Employee

also directs the Employer/Self-Insurer to send the \$23,729.00 seed money check for the Medicare Set-Aside Account direct to his attorney of record, Rustin Smith. All future annuity medical payments for the Medicare Set-Aside Account shall be sent directly to Lester Harris at the current address he has on file with the Payor or he shall provide direct deposit information to the Payor if that is an option. The Employee stipulates there are no outstanding child support liens or attorney fee liens that would prohibit full disbursement of the settlement funds in this case.

3. To be responsible for no medical expenses incurred from the date of the approval of this Stipulation and Agreement, except as noted in Exhibit A attached. The parties agree that the settlement amount includes remuneration for future medical services, if any, in lieu of an open medical provision. By being a signatory to this Agreement, the Employee acknowledges the limitation with regard to payment of such medical expenses and agrees that any medical expenses incurred after the date of the approval of this Stipulation and Agreement into the future shall be deemed unauthorized and will be the sole responsibility of the Employee, and shall not be the responsibility of the Employer/Self-Insurer and Servicing Agent, except as noted in Exhibit A attached.

4. The parties agree that the \$89,743.65 to be paid to the Employee represents a fair calculation of lost wage earning capacity over the lifetime of the Employee directly attributable to the work injury; and that said sum shall be paid without commutation of interest, and shall be considered, upon approval of this stipulated settlement by the Board, as already accrued weekly indemnity which shall represent the negotiated compromise

agreement that the Employee's life expectancy is 181.2 months (DOB: [REDACTED] forward from and including the date of this Stipulation; that the same represents \$495.27 per month over the balance of 181.2 months of life expectancy into the future. The Employee's life expectancy is computed in accordance with the National Vital Statistics Reports Life Table, Vol 69., No. 12 (November 17, 2020).

5. The Employee is currently eligible for Medicare. In order to protect Medicare's interest, the parties have designated a portion of this settlement as a self-administered set-aside which will revert to the Employee and/or his estate if not required for future medical expenses. The parties to this Agreement have considered Medicare's interest, and in an effort to protect Medicare's interest and to avoid shifting the burden to Medicare, it has been determined by the parties that \$102,349.00 is an adequate amount to set aside for payment of future medical expenses that are Medicare-covered and may be related to the work injuries giving rise to this agreement. The amount of the set aside is based upon the Medicare Set-Aside (MSA) which has been approved by the Centers for Medicare & Medicaid Services (CMS) on March 6, 2023 (attached as Exhibit B). The Employee agrees to keep records of all expenditures that are Medicare-covered medical expenses. The Employee also agrees that the sole purpose of the designated amount is to pay for future Medicare-covered medical expenses.

Settlement of the medical portion of this claim will be funded by an annuity (see attached terms in Exhibit A and Exhibit C), with \$23,729.00 to be paid in initial seed money to fund the Medicare Set-Aside Account (MSA), and then an annual payment of \$9,828.00

per year, for a maximum of eight years if the Employee is living, for a total payment of \$102,353.00 over eight years if the Employee is living.

The parties understand and agree that pursuant to Board Rule 15 this Agreement provides for a structured settlement of the \$102,349.00 in medical payments to be paid by a party other than the Employer/Self-Insurer, but the Employer/Self-Insurer acknowledges it will be liable for the Agreement in the event of the default or failure of the third party to pay.

This settlement agreement represents a compromise of both undisputed and controverted medical care at the expense of the Employer/Self-Insurer pursuant to O.C.G.A. § 34-9-200. In reaching this agreement, the parties have considered the Employee's entitlement to Medicare benefits pursuant to 42 U.S.C. § 1395y, including regulations 42 C.F.R. Subpart C, §§ 411.46 and 47. The purpose of this settlement agreement is not to shift to Medicare the responsibility for payment of medical expenses for treatment of work-related conditions, but instead, to provide the Employee with a lump-sum, as specified above, which will foreclose Employer/Self-Insurer's responsibility for future payment of all work-related medical expenses.

Upon proof that the designated MSA amount of \$102,349.00 has been expended on Medicare-covered expenses, the Employee will be entitled to submit his bills directly to Medicare. The MSA funds in this case are to be self-administered by the Employee/Claimant. (See attached Exhibit A.) The Employee/Claimant understands that the MSA funds must be placed in an interest-bearing account, and this account must be separate from his personal savings and checking accounts. The funds in this account may only be

used for payment of medical services related to the work injuries that would normally be paid by Medicare. If payments from this account are used to pay for services that are not covered by Medicare, Medicare may not pay injury-related claims until these funds are restored to the MSA account, and then properly exhausted.

The MSA account will terminate 180 days after the Employee/Claimant's death at which time any amount remaining in the Medicare Set-Aside account shall be paid to any individual or organization designated by the Employee in writing. If there is no such writing, the remaining amount shall be distributed under the estate of the Employee/Claimant.

The MSA allocation is based upon the Georgia Workers' Compensation Schedule of Fees. The Employee acknowledges that he shall use best efforts to ensure that all payments to providers are adjusted accordingly, and that any monies paid in excess of the Fee Schedule may not count towards the allocation.

All sums set forth herein constitute damages on account of personal injuries or sickness, within the meaning of Section 104 (a) of the Internal Revenue Code of 1986, as amended.

IT IS AGREED that the final accord and satisfaction of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$125,000.00) for the indemnity settlement, plus the Medicare Set-Aside detailed above, has been reached as a compromise between the parties which gives due weight and regard to the conflicting evidence available on the issues and disputes between the parties and is in keeping with the provisions of the workers' compensation laws of the state.

IT IS FURTHER AGREED between the parties that all incurred authorized expenses for medical or vocational rehabilitation which were reasonable and necessary have been, or will be paid subject to the provisions in paragraph 3 and that any other medical expenses or expenses for vocational rehabilitation are to be borne by the Employee and are to be paid by the Employee and not by the Employer/Self-Insurer and Servicing Agent, and said items will not be the responsibility of the Employer/Self-Insurer or the Servicing Agent herein unless American General Life Insurance Company fails to pay the annuity timely at which time the Employer/Self-Insurer shall be responsible for such payment within 30 days of the payment due date and then thereafter on an annual basis per the agreement.

IT IS AGREED by the parties that the above settlement amount may be reduced by the amount of any payment made by the Employer/Self-Insurer and Servicing Agent to the Employee for weekly benefits covering days after the date of approval of the agreement.

WHEREFORE, the parties have hereunto set their hands and respectfully request that the Board approve the Stipulation and Agreement and issue an Award based hereon.

IT IS HEREBY CERTIFIED that a copy of the Stipulation and Agreement has been mailed to the Employer/Self-Insurer herein prior to the signature of all parties.

This 15th day of May, 2023.



LESTER HARRIS
Employee/Claimant



RUSTIN SMITH
Attorney for Employee/Claimant

CHUCK DUBOSE
Attorney for Employer/Self-Insurer

**GENERAL RELEASE, WAIVER,
VOLUNTARY RESIGNATION OF EMPLOYMENT
AND AGREEMENT NOT TO RE-APPLY/RE-HIRE**

KNOW ALL MEN BY THESE PRESENT, that the undersigned, Lester Harris, being over the age of twenty-one (21) years and a resident of the State of Georgia, has voluntarily resigned from employment with Hall County, Georgia effective this date. Lester Harris further agrees on behalf of himself, his heirs, executors, administrators, personal representatives and assigns, as follows:

- (1) That he will neither challenge the voluntary resignation of his employment or the termination of his employment with Hall County, Georgia nor will he apply for unemployment benefits against Hall County, Georgia or at any time, seek re-employment with Hall County, Georgia or any of its affiliates and/or subsidiaries and acknowledges he would be subject to immediate dismissal and termination in the event he was re-employed with Hall County, Georgia.
- (2) That he will not commence any lawsuit or claim for damages against Hall County, Georgia.
- (3) That he forever releases and waives any claim of liability against Hall County, Georgia arising from his employment with Hall County, Georgia and agrees to hold harmless Hall County, Georgia as of the date this Release is signed and executed by him.
- (4) That he forever releases and waives any claim of liability against Hall County, Georgia for any possible action in the foregoing regard, including, but not limited to, any claims under the Age Discrimination in Employment Act of 1967, as amended; Title VII of the Civil Rights Acts of 1964, as amended; Section 1981 of the Civil Rights Act of 1966; the American With Disabilities Act of 1990; Older Workers Benefit Protection Act of 1990; and, any claims under any other Federal, State, or Local Enactment of Rule of Law or Equity, including claims based on principles of contract and tort law.
- (5) That he acknowledges that the consideration for the undersigned, Lester Harris, to enter into and execute this Release shall be TEN DOLLARS AND NO/100 (\$10.00), the sufficiency of which is hereby acknowledged by both parties, and is paid separate from the consideration for settlement of the workers' compensation claim.

- (6) That he releases Hall County, Georgia, from any claim for loss of Medicare benefits and for any injury or damages related to or arising out of that loss for benefits; for any recovery Medicare and/or the Centers for Medicaid and Medicare Services (CMS) might pursue against the parties; and, for any and all other losses or damages that result from Lester Harris's representations about his Medicare status or creation, administration, or dissolution of a Medicare Set-Aside Account.

I, Lester Harris, knowingly and voluntarily execute this General Release, Waiver, Voluntary Resignation of Employment and Agreement Not to Re-Apply/Re-Hire in accordance with the above-described terms. In consideration of mutual promises of confidentiality with my Employer, I agree all terms of this agreement and all aspects are to remain confidential and will not be disclosed by myself or my attorney to any other person or entity except in response to a valid subpoena, court order, or other valid legal process and except for consultation with financial, legal, or other professional advisors.

I acknowledge that I was not coerced or placed under duress to execute this Release, Waiver, Voluntary Resignation of Employment and Agreement Not to Re-Apply/Re-Hire.

This General Release, Waiver, Voluntary Resignation of Employment and Agreement Not to Re-Apply/Re-Hire became effective the date of execution of this document.

This 15th day of May, 2023.

Lester Harris
LESTER HARRIS
Employee/Claimant

Sworn to and subscribed before me,
this 15th day of May 2023

[Signature]
Notary Public

My Commission Expires:

[Signature]
Witness



LETTER OF RESIGNATION

TO WHOM IT MAY CONCERN:

In further consideration of the settlement amount specified in the Stipulation and Settlement Agreement, the Employee/Claimant agrees that he hereby resigns from said employment with Hall County, Georgia, effective immediately, and agrees to refrain from reapplying for subsequent employment with said Employer at any time in the future.

This, the 15th day of May, 2023.

Sincerely,

Lester Harris
LESTER HARRIS

Witnessed by:

Rustin Smith
Name

5/11/23
Date

EXHIBIT A

TERMS AND CONDITIONS FOR BENEFICIARY ADMINISTERED MEDICARE SET-ASIDE ACCOUNT

Medicare Beneficiary: Lester Harris

Medicare ID/SSN: [REDACTED]

Date of Injury: 11/19/2021

Employer: Hall County, Georgia

Federal regulations provide that the liability for work-related injury lifetime medical expenses should not be shifted to Medicare from the responsible party. Accordingly, a portion of a Medicare beneficiary's workers' compensation settlement must be set aside to pay for the beneficiary's future work-related injury or illness medical expenses. 42 C.F.R. § 411.46. Federal regulations also provide that Medicare will not pay for any medical expenses for the work-related injury or illness, after a workers' compensation settlement is received, until the amount of the lump sum settlement allocated to future medical expenses is exhausted. *Id.*

Consequently, in order to comply with the applicable federal regulations and to reasonably recognize Medicare's interests, the claimant will use \$ 102,349.00 from his workers' compensation settlement award to fund a Medicare Set-Aside Account. After adhering to the following terms and conditions in administering the Set-Aside Account, then, when the set-aside funds are depleted and a satisfactory final accounting has been provided to the Centers for Medicare & Medicaid Services (CMS), Medicare will pay for any Medicare covered medical treatment received as a result of the injury sustained at work. However, failure to adhere to any of the following terms and conditions, CMS may regard such a default as a failure to reasonably recognize Medicare's interests and may deny Medicare coverage for all medical treatments due to his/her work-related injuries. The terms and conditions are as follows.

1. Initial Set-Aside Account Funding - The Medicare Set-Aside Account shall initially be funded with \$ 23,729.00 from the proceeds of the \$ 227,349.00 settlement award received in your workers' compensation lawsuit. This account shall be a separate account from your personal savings or checking account.
2. Set-Aside Account Interest Income - The Medicare Set-Aside funds shall be placed in an interest bearing account that is insured by the Federal Deposit Insurance Corporation. A copy of the documents establishing the Medicare Set-Aside Account shall be sent to CMS within 30 days of the workers' compensation settlement award being disbursed.

3. Distribution of the Set-Aside Account Funds - The funds in the Medicare Set-Aside Account shall be used solely for legitimate medical expenses incurred for those medical needs related to or resulting from your work-related injury, which would otherwise be reimbursable or paid for by Medicare. Funds in the Medicare Set-Aside Account shall not be used to pay for medical services not covered by Medicare. A copy of the booklet, "Medicare & You," can be obtained from your local Social Security office for a list of services not covered by Medicare. If there are any questions concerning what Medicare covers, please call 1-800-MEDICARE.
4. Set-Aside Account Interest Income - All interest earned on the Medicare Set-Aside Account will be allowed to accrue in the account and will be used solely for medical expenses, that would otherwise be covered by Medicare.
5. Reimbursement to Medicare - In the event CMS determines that Medicare has paid benefits prior to the depletion of funds in the Medicare Set-Aside Account that should have been paid from the set-aside account, CMS, or its designated fiscal intermediary or carrier, shall have the right to seek and receive reimbursement of any such conditional payments or overpayments from the Medicare Set-Aside Account to the extent that there are funds remaining in the account at that time.
6. Accounting Records - The claimant shall maintain accurate records of the distributions and expenditures from the Medicare Set-Aside Account. Your records should indicate the date of service, the diagnosis, the service received, who received payment and the date of the payment. You shall also retain a receipt or other evidence of each and every payment made from the Medicare Set-Aside Account.
7. Annual & Final Accountings - The claimant will submit an annual accounting to CMS's Medicare contractor for each calendar year no later than March 1 of the following year. You shall notify CMS's Medicare contractor once the Set-Aside Account is depleted and shall submit a final accounting within 60 days of the funds being depleted. The annual and final accounting will include the information set forth in paragraph six and a copy of the receipt or other evidence of every payment made from the Medicare Set-Aside Account.
8. Delivery of Notices & Accountings - Upon approval of the WCMSA allocation, CMS will issue instructions entitled, Administering Your Workers' Compensation Medicare Set-Aside Arrangement (WCMSA), along with a self-attestation letter. Annual self-attestation should continue through depletion of the account. It is important that the administrator understands and complies with these instructions. The self-attestation letter must be signed and forwarded to CMS's Medicare contractor (listed on the approval letter from CMS) no later than 30

days after the end of each year (beginning with one year from establishment of the WCMSA account).

9. Distributions Following Death of Beneficiary - In the event that the claimant dies before the funds in the Medicare Set-Aside Account are depleted, the account will continue to exist for 180 days from the date of death to enable any outstanding bills for work-related injury medical expenses that would otherwise be covered by Medicare to be paid. After the 180 days has elapsed, any funds remaining in the Medicare Set-Aside Account shall be paid to the claimant's estate or subject to the State Law.
10. Misappropriated Set-Aside Account Funds - If, after the Medicare Set-Aside Account is depleted, the final accounting reveals that funds in the account were used to pay for items other than legitimate medical expenses for medical needs related to or resulting from the work-related injury, which would otherwise be covered by Medicare, CMS will withhold Medicare coverage for work-related injury medical expenses in an amount equal to the misappropriated funds.

I, LESTER HARRIS, have read and understood the above-listed terms and conditions. I agree to abide by these terms and conditions in order to protect my ability to obtain Medicare coverage for my work-related injury medical expenses once the Medicare Set-Aside Account is depleted. I understand that if I fail to abide by the above-listed terms and conditions, I may not be eligible for Medicare coverage for my work-related injury medical expenses.



Claimant – LESTER HARRIS



Date

EXHIBIT C

TERMS OF STRUCTURED SETTLEMENT

The Employer agrees to pay to the individual(s) named below the sums outlined below:

MSA Seed Paid by Employer at Settlement to Establish MSA Account:

\$23,729.00 payable to Lester Harris

MSA Future Payments to Replenish MSA Account:

Payee: Lester Harris

\$9,828.00 per year payable 8 years, only if living, starting on 06/03/2024.

All sums set forth herein constitute damages on account of personal injuries or sickness, within the meaning of Section 104 (a) (1) of the Internal Revenue Code of 1986, as amended.

The parties further understand and agree that pursuant to Board Rule 15 this Agreement provides for a structured settlement to be paid by a party other than the Employer, but the Employer acknowledges it will be liable for the Agreement in the event of the default or failure of the third party to pay.

Claimant's Rights to Payments

Claimant acknowledges that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the Claimant or any Payee; nor shall the Claimant or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

Consent to Qualified Assignment

Claimant acknowledges and agrees that the Employer may make a qualified assignment, within the meaning of Section 130(c) of the Internal Revenue code of 1986, as amended, of the Employer's liability to make the Periodic Payments set forth above to American General Annuity Service Corporation (the Assignee). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the Employer (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

Right to Purchase an Annuity

The Assignee reserves the right to fund the liability to make the Periodic Payments through the purchase of an annuity policy from American General Life Insurance Company (the "Annuity Issuer"). The Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Assignee may have the Annuity Issuer mail payments directly to the Payee. The Claimant shall be responsible for maintaining a current mailing address for Payee with the Annuity Issuer.

Discharge of Obligation

The obligation of the Employer and/or Assignee to make each Periodic Payment shall be discharged upon the mailing of valid check in the amount of such payment to the designated address of the Payee(s) named above or upon completion of an electronic funds transfer in the amount of such payment to the deposit account of such Payee(s) most recently designated.



March 06, 2023

ISO CLAIMS PARTNERS
500 Unicorn Park Dr.
Suite 300
Woburn, MA 01801

RE: Workers' Compensation Medicare Set-Aside Arrangement

Claimant: LESTER HARRIS

Medicare ID/SSN: [REDACTED]

Date of Injury: 11/19/2021

CMS Case Control Number(CCN): WC2301904200052

Dear Sir or Madam,

This letter is in response to your submission of a proposed Workers' Compensation Medicare Set-Aside Arrangement (WCMSA) amount related to the above-named claimant's workers' compensation claim and received on 01/19/2023.

You proposed a WCMSA amount of \$61,110.00 to pay for future medical items and services that are covered and otherwise reimbursable by Medicare ("Medicare covered") and are related to the claimant's workers' compensation claim. We note that you proposed \$41,239.00 for Medicare-covered prescription drugs.

We have evaluated your proposal and have determined that \$102,349.00 adequately considers Medicare's interests with respect to Medicare-covered future medical items and services, including prescription drugs.

In order to comply with Section 1862(b)(2) of the Social Security Act, Medicare is not permitted to pay for medical items or services, including prescription drug expenses, related to the workers' compensation claim until the approved WCMSA amount is appropriately exhausted ("properly spent") on related medical care. Where a workers' compensation settlement, judgment, award, or other payment is less than the approved WCMSA amount, Medicare is not permitted to pay for related medical care until the whole settlement, judgment, award, or other payment is properly spent on related medical care. The WCMSA funds must be placed in an interest-bearing account. Funds in the account should not be used for any purpose other than payment of future medical care that is Medicare covered and is related to the workers' compensation claim.

The account must be funded by an initial deposit of \$23,729.00 and subsequent equal payments of \$9,828.00 over 8 year(s).

When a WCMSA is funded as a structured settlement (settlement monies paid out in yearly installments over a number of years), any WCMSA funds that are not used in a given year must remain in the account to pay for related medical care during following years. If available WCMSA funds for a particular year (including the current year's full structured payment plus any prior year's remaining funds plus interest) have been properly spent, Medicare will pay for covered items and services that are related to the workers' compensation claim for the remainder of that year until the scheduled date for the next year's deposit into the WCMSA account. Bills should be paid in the order they are received to help the Benefits Coordination & Recovery Contractor (BCRC) confirm that the funds have been temporarily exhausted (properly spent for that year).

Approval of this WCMSA amount is not effective until the Centers for Medicare & Medicaid Services (CMS) receive a copy of the final executed workers' compensation settlement agreement, which must include the funding information for this approved WCMSA amount. Please include the CMS Case Control Number listed at the top of this letter in any correspondence. Submit your settlement agreement via the Portal if your original submission was via the Portal. If you originally submitted outside of the Portal, submit the settlement agreement to the following address:

WCMSA Proposal/Final Settlement
P.O. Box 138899
Oklahoma City, OK 73113-8899

If your settlement agreement is 10 pages or less, you may also fax it to (405) 869-3306. **Note:** This number is not for initial submissions, only for additional documentation under 10 pages.

The proposed WCMSA amount was calculated based on the workers' compensation fee schedule for the State of GEORGIA.

Funds in a WCMSA may not be used to purchase a Medicare supplemental insurance policy or a Medigap policy for a beneficiary, or to pay for the premiums for such policies.

Once the funds in the WCMSA account have been properly spent on Medicare-covered items and services related to the claimant's workers' compensation claim and Medicare has been given proof that the account has been properly spent, Medicare will begin paying for the claimant's Medicare-covered items and services that are related to the workers' compensation claim. Medicare will pay for Medicare-covered items and services that are unrelated to the workers' compensation claim according to Medicare's payment rules.

We understand that the claimant will act as administrator of the WCMSA funds. We have enclosed instructions, titled "Administering Your Workers' Compensation Medicare Set-Aside Arrangement (WCMSA)." The WCMSA Self-Administration Toolkit is another resource, available on the CMS website at <http://go.cms.gov/WCMSASelfAdm>. The claimant must send a signed attestation letter to the Benefits Coordination & Recovery Center at the address below every year, no later than 30 days after the end of each reporting period (beginning one year from the date of establishment of the WCMSA account). Annual attestations should continue through final exhaustion of the account.

Please note that this decision regarding future medical treatment is independent of any determination regarding Medicare Secondary Payer recovery rights for conditional payments Medicare made for related items and services furnished before the date of the settlement, judgment, award, or other payment. Medicare has the right to recover (or take back) Medicare payments related to any workers' compensation settlement, judgment, award, or other payment. Any payments Medicare may have made that should have been paid from the workers' compensation settlement, judgment, award, or other payment must be repaid to Medicare.

If you have any questions concerning this letter, please call Customer Service at (833) 731-4MSP.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sherri McQueen', with a long horizontal flourish extending to the right.

Sherri McQueen
Director, Financial Services Group
Office of Financial Management

Enclosure

CC: LESTER HARRIS



AGENDA ITEM

County Attorney

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 286/2023

SUBJECT: Approval and authorization for the Chairman and District Commissioners to execute a resolution objecting to the annexation by The City of Lula of tax parcel number 15006D000005 owned by Meden Montano located on 6538 County Line Road, and authorize the Board to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: WLI

Recommendation:
Approve.

Purpose of Request:

Approval and authorization for the Chairman and District Commissioners to execute a resolution objecting to the annexation by The City of Lula of tax parcel number 15006D000005 owned by Meden Montano located on 6538 County Line Road, and authorize the Board to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.

History:

Facts and Issues:

Options:

Funding Requested

\$ 0.00

Are funds within current budget?

No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2023-05-25

Approvals:

Submit	Budget	Finance	Attorney
JL	EW	WG	WLI
Administration		Clerk	
CR		JR	

Attachments:

Resolution Objecting to the City of Lula's Annexation of the Property Meden Montano (15006D000005)

STATE OF GEORGIA

COUNTY OF HALL

**RESOLUTION OBJECTING TO THE CITY OF LULA'S ANNEXATION OF
THE PROPERTY OF MEDEN MONTANO KNOWN AS HALL COUNTY
TAX PARCEL 15006D000005**

WHEREAS, Hall County has received a notice of filing with the City of Lula of a petition for annexation of the property of Meden Montano located at 6538 County Line Road, Lula, Georgia 30554 and bearing Hall County Tax Parcel Number 15006D000005 (the "Subject Property"); and

WHEREAS, the annexation petition seeks to rezone the Subject Property from Hall County's designation of Agricultural-Residential IV (AR-IV) to the City of Lula's designation of R-I Single Family Residential District;

WHEREAS, the proposed subdivision of the Subject Property into four 1.14 acre residential lots, following the proposed annexation and rezoning, represents a substantially more intense and significantly different use of the property than allowed by Hall County's existing residential zoning of the property; and

WHEREAS, the proposed annexation and rezoning of the Subject Property is inconsistent with Hall County's Comprehensive Land Use Plan and Future Land Development Map; and

WHEREAS, the area adjacent to the Subject Property has developed as large-lot single-family residential properties, as well as undeveloped woodland, and is currently rural in character;

WHEREAS, the Hall County Board of Commissioners has carefully reviewed the annexation and rezoning request, and the Board has determined that annexation and rezoning of the Subject Property to a high-density residential classification is not in the best interest of the residents of Hall County; and

WHEREAS, the Georgia Code provides a procedure for resolving annexation disputes; and

WHEREAS, the Board of Commissioners wishes to avail itself of the remedies provided by the annexation dispute resolution process as a result of its objection to this annexation and rezoning request;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF HALL COUNTY DOES HEREBY OBJECT to the City of Lula's annexation and rezoning of Hall County Tax Parcel 15006D000005, as requested by the owner Meden Montano. This objection is based upon a

material increase in burden on Hall County directly related to the proposed change in zoning and land use.

Based upon the information presented in the application for annexation provided to Hall County, the County specifically objects to the proposed change in zoning and land use that would result from the annexation as follows:

The application for annexation of the Subject Property, approximately 5.43 ± acres, describes a rezoning from Hall County's AR-IV District to the City of Lula's R-I District for the development of a subdivision consisting of four approximately 1.14 ± acre single-family detached dwelling residential lots. Hall County attaches Lula's Notice of Application for Annexation, the application for annexation and rezoning, and the supporting documents served upon Hall County. *See* Exhibit A. The Subject Property is currently developed with an existing manufactured home. The Subject Property is surrounded by properties located in unincorporated Hall County with the exception of a small portion at the rear northern corner of the Subject Property that borders a property located in the City of Lula's limits.

The proposed residential subdivision to be developed on the Subject Property would directly contrast with the surrounding and existing uses permitted by Hall County. The County's existing AR-IV zoning of the property permits detached single-family dwelling units for agricultural or residential uses at a low density, as shown in the attached Chapter 17.120 of the Official Code of Hall County. *See* Exhibit B. The County's current recommended density for the Subject Property of 1 dwelling unit per acre (or 1 unit per 1.5 acres with well water) would be drastically increased by the proposed annexation and rezoning of the property to the City of Lula's R-I, which would allow 1.3 units per acre. Further, the projected residential subdivision, as reflected in the site plan submitted by the applicant, shows the Subject Property being subdivided into four 1.14 acre lots with lot 1 utilizing the totality of the available road frontage and a 30-foot ingress-egress easement to access lots 2-4. The proposed subdivision would be immediately adjacent to two other AR-IV zoned properties within Hall County that are 4.49 ± and 21.61 ± acres in size. Construction of the proposed development would be out of character with the surrounding area and would interfere with the existing landowners' quiet enjoyment of their properties through overcrowding and by upsetting their expectation of a lower density usage in the area. Further, the rise in density would result in substantially increased traffic on County Line Road in the immediate vicinity of the Subject Property. The applicant has not proposed any road improvements in the form of a right-turn (deceleration) lane at the entrance of the subdivision or proposed any other changes that would ameliorate the increase in traffic volume and the related infrastructure costs associated with increased road congestion. Thus, the proposed change in zoning and land use contained in the application for annexation would create a large material increase in burden upon Hall County directly related to the proposed change in zoning and land use.

Moreover, the proposed change in zoning and land use as described in the application for annexation of the Subject Property would result in a substantial increase in the intensity of the allowable use of the property as well as a change to a significantly different allowable use of the property. An aerial photograph of the area immediately surrounding the proposed

annexation shows that there are no residential subdivisions near the Subject Property. *See* Exhibit C. Further, a review of the City of Lula's zoning ordinance for R-1 Single Family Residential District provides for more permitted uses with a higher-density than that allowed by Hall County, including, but not limited to, places of worship with cemeteries and public and private schools. *See* Exhibit D. These alternative uses provide for more intense uses of the Subject Property than intended by Hall County and would allow for significantly different uses of the property than currently allowed, and there is nothing to prevent the Subject Property from being converted to these uses in the future following its annexation and rezoning.

Finally, the proposed change in zoning and land use would also differ from the existing uses suggested for the Subject Property by Hall County's 2017-2037 Comprehensive Land Use Plan. As shown on the attached Hall County Future Development Map, the Land Use Plan designates the Subject Property for Rural uses. *See* Exhibit E. The attached description of Rural uses seeks to preserve the existing rural character of the area, including agricultural uses and large-lot residential uses, as well as natural and historic features. *See* Exhibit F. The general characteristics of rural areas should include "...larger areas of undeveloped or cultivate land with large distances between buildings and deep setbacks from two-lane roads," as well as natural features to include extensive tree cover and open space areas of limited development. *Id.* Design principles for Rural uses call for very low density, a range of agricultural activities, natural landscape, preservation of agricultural land, rural two-lane roads, and for residential subdivision design to set aside a high percentage of open space. Thus, the proposed change in zoning and land use for the Subject Property to allow a higher density residential subdivision differs significantly from the intended uses by Hall County for the area.

For the foregoing reasons, the members of the Board of Commissioners have executed this objection to the annexation petition of Meden Montano regarding Hall County Tax Parcel 15006D000005 this the 25th day of May, 2023.

[SIGNATURES ON FOLLOWING PAGE]

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Richard Higgins, Chairman

By: _____
Kathy Cooper, Commissioner, District 1

By: _____
Billy Powell, Commissioner, District 2

By: _____
Gregg Poole, Commissioner, District 3

By: _____
Jeff Stowe, Commissioner, District 4

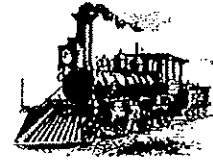
ATTEST:

By: _____
Jennifer Rivera, Commission Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
William J. Linkous, III, County Attorney



"Home of Railroad Days"

P.O. Box 99 • 6055 Main Street
Lula, Georgia 30554

(770) 869-3801
Fax: (770) 869-1299
Email: lulacity@bellsouth.net

Monday April 17th, 2023

Chairman Richard Higgins
Commissioner Gregg Poole
Hall County Government
Post Office Box 1435
Gainesville, Georgia 30503

1 Tracts of land as follows;

**Notice of Application for Annexation
Meden Montano
6338 County Line Road
Lula, Georgia 30554**

Dear Chairman Higgins and Commissioner Poole,

Per the requirement of the service delivery agreement and state law the City of Lula has received an application for annexation and is giving official notice to Hall County Government of the city's recognition of a completed application for annexation and zoning.

The comprehensive application (as finally complete) is attached for your consideration, and the city would ask for a written response from Hall County within the allotted time.

Based upon our initial review of the application from the applicants the following can be summarized.

Parcel Number	15006D000005
Location Address	6538 COUNTY LINE RD
Legal Description	LT 48

5.43 Acres

Zoning AR-IV

The current use of the property (Agriculture) has been proposed to be changed to R-1 Residential. The applicant is well aware of the future land use as adopted by Hall County and the City of Lula in regard

to their respective Comprehensive Future Land Use Map and Plan and is steadfast in any future development following the established requirements.

The Mayor and Council have not given consideration of the current application and will await a timely response to the request prior to taking any final action. Upon your review of this letter and the attached application please forward the information to Hall County Planning for reference. If we may be of any additional assistance to Hall County in the review of the application, please contact me at 770-869-3801.

Sincerely,

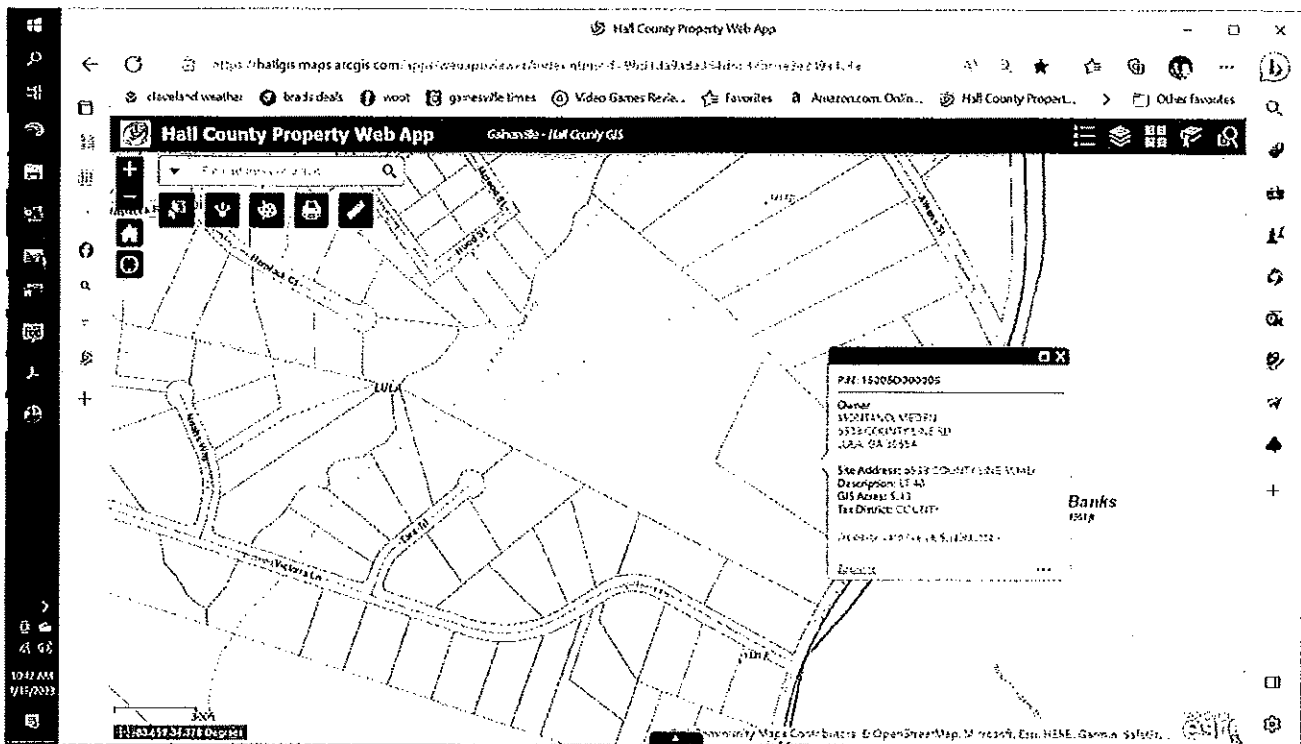
Dennis Bergin
City Manager

Compliance Land Dispute Resolution

Enclosed, Applicant submittal, support and reference information.

Hand Delivered

Cc. Mayor, Council, J. Homans Lula City Clerk, , Srikanth Yamala, Zachary Propes file



City of Lula

6338 County Line Road, Lula Ga

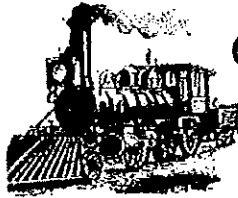
4.57 acres

Annexation and Rezoning

Current Zoning AG (AR-1 V)

Proposed Zoning

Residential R-1



City of Lula

A REMARKABLE PAST. A VERY BRIGHT FUTURE.

P.O. Box 99, 6055 Main Street, Lula, GA 30554
Email: lulacity@bellsouth.net

Phone 770-869-3801 Fax 770-869-1299

ZONING AMENDMENT APPLICATION

Used for: All Zoning Request, All Variances Request, All Annexation Request - Cannot be submitted online

Request # ZA - _____

Date 03/28/2023

Applicant Name(s) Meden Montano
Corporate Name (if applicable) _____
Address 6538 County Line Road Lula Ga. 30554
Phone 678-580-8104 Email _____
Property is in (circle one): Banks County Hall County
Property Address 6538 County Line Road Lula Ga. 30554
Directions to Property Main Street, right on Athens Street, Right on County Line Road
Tax Map # 15006D Parcel # 000005 Current Zoning AR-IV
Land Lot(s) G.M.D. 1690 District - Section _____ Headrights _____
Is the property being considered for Annexation (circle one)? YES NO
Subdivision Name _____ Lot # _____
Acres 4.57 Current use of property Residential
Has a past request of rezone of this property been made before? If so, provide ZA # No

The applicant request:

Rezoning to zoning category _____ Special use permit for _____
Is this a variance request? YES NO If so, describe _____
Proposed use of property if rezoned is Residential R-1
If residential: # of lots proposed 4 Minimum lot size proposed 1.14 (include conceptual plan)
Is an amenity area proposed? YES NO If so, describe _____
If commercial: Total building area proposed _____ (include conceptual plan)
Existing Utilities (utilities readily available at the road frontage) ☒ Water ☒ Sewer ☒ Electric ☐ Natural Gas ☐ Fiber
Proposed Utilities (utilities developer intends to provide) ☐ Water ☐ Sewer ☐ Electric ☐ Natural Gas ☐ Fiber
Road access/Proposed access (Access to the development/area will be provided from) Public Road
Road Name County Line Type of Surface Asphalt

Failure to complete all sections can result in rejection of application and unnecessary delays. I understand that failure to appear at a public hearing may result in the postponement of denial of this application.

Signature of Applicant _____

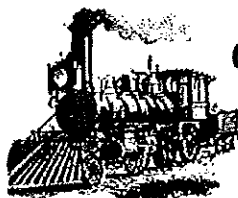
Date 3/30/23

OFFICE USE ONLY:

Date Completed Application Received 3/30/23 Amount Paid \$ 400.00 CASH ☒ ☐
Public Hearing Meeting Dates _____ Date of City Council Meeting _____
Postponed: YES NO Date _____ Rescheduled for next Meeting _____

Approved by City Council YES NO Date _____

Finalize Complete April 14, 2023
OB



City of Lula

A REMARKABLE PAST. A VERY BRIGHT FUTURE.

P.O. Box 99, 6055 Main Street, Lula, GA 30554
Email: lulacity@bellsouth.net

Phone 770-869-3801 Fax 770-869-1299

ZONING AMENDMENT AUTHORIZATION

Property Owner Authorization - ZA # _____

I / We Meden Montano hereby swear that I / we own the property located at (address and/or tax map and parcel #) 15006D000005

6538 County Line Road Lula Ga. 30554

shown in the tax maps and/or deed records of Banks or Hall County, Georgia, and which parcel will be affected by this request.

I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezoning granted, and/or conditions of stipulations placed on the property will be binding upon the property regardless of ownership. The undersigned below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of the last action by the City Council.

Printed name of applicant or agent MEDEN MONTANO

Signature of applicant or agent _____ Date _____

Mailing Address 6538 COUNTY LINE

City LULA State GA Zip 30554

Phone 678-580-8104 Email _____

Printed Name of Owner(s) _____

Signature of Owner(s) [Signature] Date 3-30-23

Signature of Owner(s) _____ Date _____

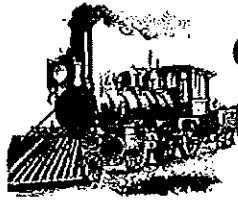
Sworn to and subscribed before me
this _____ day of _____ 20____.

Notary Public, State of Georgia

My Commission Expires _____

Notary Seal

(The complete names of all owners must be listed. If the owner is a partnership, the names of all partners must be listed. If a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please identify an applicant or partner and have the additional sheet notarized also.)



City of Lula

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Phone 770-869-3801 Fax 770-869-1299

ZONING AMENDMENT CAMPAIGN DISCLOSURE

Disclosure of Campaign Contributions -- ZA # _____
Applicant(s) and Representative(s) of Rezoning

Pursuant to OCGA, Section 36-37 A-3.A, the following disclosure is mandatory when an applicant or any representation of application for rezoning has been made with two (2) years immediately preceding the filing of the applicant's request for rezoning, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application for rezoning.

It shall be the duty of the applicant and the attorney representing the applicant to file a disclosure with the governing authority of the respective local government showing the following:

Please print information below --

1. Name of local official to whom campaign contribution was made:

2. The dollar amount and the description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution:

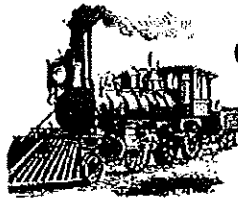
Amount \$ _____ Date _____

Enumeration and description of each gift when the total value of all gifts is \$250.00 or more, made to the local government official during the two (2) years immediately preceding the filing of the application for rezoning:

Signature of Applicant/Representative of Applicant

Date

Failure to complete this form is a statement that no disclosure is required.



City of Lula

A REMARKABLE PAST. A VERY BRIGHT FUTURE.

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Email: lulacity@bellsouth.net

Phone 770-869-3801 Fax 770-869-1299

ZONING AMENDMENT ADJACENT PROPERTY OWNERS

Property Owner Authorization - ZA # 15006D000005 TMP # _____

It is the responsibility of the applicant to provide a list of adjacent property owners. This list must include the name and address of anyone who has property touching your property or who has property directly across the street from your property (use additional sheets if necessary).

PLEASE NOTE: This information should be obtained at the County Planning Office using the Tax Map/Parcel Map listing any parcel(s) adjoining or adjacent to parcel where rezone is being requested. Plead print information below.

TMP # 15006D000007 1. Name(s) Ronnie N. Ellington and Deborah L. Ellington
Address 6518 County Line Road Lula Ga. 30554

TMP # 15006D000009 2. Name(s) Patti Worley Thomas and Joel Thomas
Address 5717 Athens Street Lula Ga. 30554 P.O. Box 542 Lula, GA 30554

TMP # 15006D000010 3. Name(s) Marvin B. Moore and Barbara J. Moore ✓
Address 5725 Athens Street Lula Ga. 30554

TMP # 15006D000004 4. Name(s) Roy S. Gowder ✓
Address 6550 County Line Road Lula Ga. 30554 P.O. Box 405 Lula, GA 30554

15006D000011
TMP # _____ 5. Name(s) Juanita Cain
Address 5753 Athens St. Lula, GA 30554

15006D000008
TMP # _____ 6. Name(s) Edwin Brookshire
Address 5705 Athens St. Lula, GA 30554

TMP # _____ 7. Name(s) _____
Address _____

TMP # _____ 8. Name(s) _____
Address _____

Adjacent property owner notification of a zoning amendment request is required. The applicant is responsible for mailing the public notice (prepared by the Planning Department) to each adjacent property owner via Certified Mail or pays the additional postage to the City of Lula to mail. The applicant must pick up the certified letter to mail, unless postage is paid to the city.

City of Lula

PETITION REQUESTING ANNEXATION

100 PERCENT METHOD OF ANNEXATION

3-30-23

(Date of Submission)

To the Mayor and Council of the City of Lula, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the City Council (*governing body*) annex this territory to the City of Lula, Georgia, and extend the city boundaries to include the same.
2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. § 36-36-20) to the existing corporate limits of the City of Lula, Georgia, and the description of such territory is as follows:
[Insert complete description of land to be annexed.]

4.75 Acres located on County Line Road Lula Ga

6538 County Line Road Lula Ga. 30554

Tax Parcel 15006D000005

Deed Book 7161 Page 38 Hall County Deed Records

Plat Book 270 Page 488 Hall County Plat Records

MEDEN MONTANO 6538 COUNTY LINE 3-30-23
Name (Print) Address Date

X [Signature]
Signature Petitioners Corporate Name if Applicable

Current Zoning AR-IV

Requested Zoning R-1

NOTE Rezoning is required of all Property being annexed by the City of Lula

Petitioners Phone Number 678-580-8104

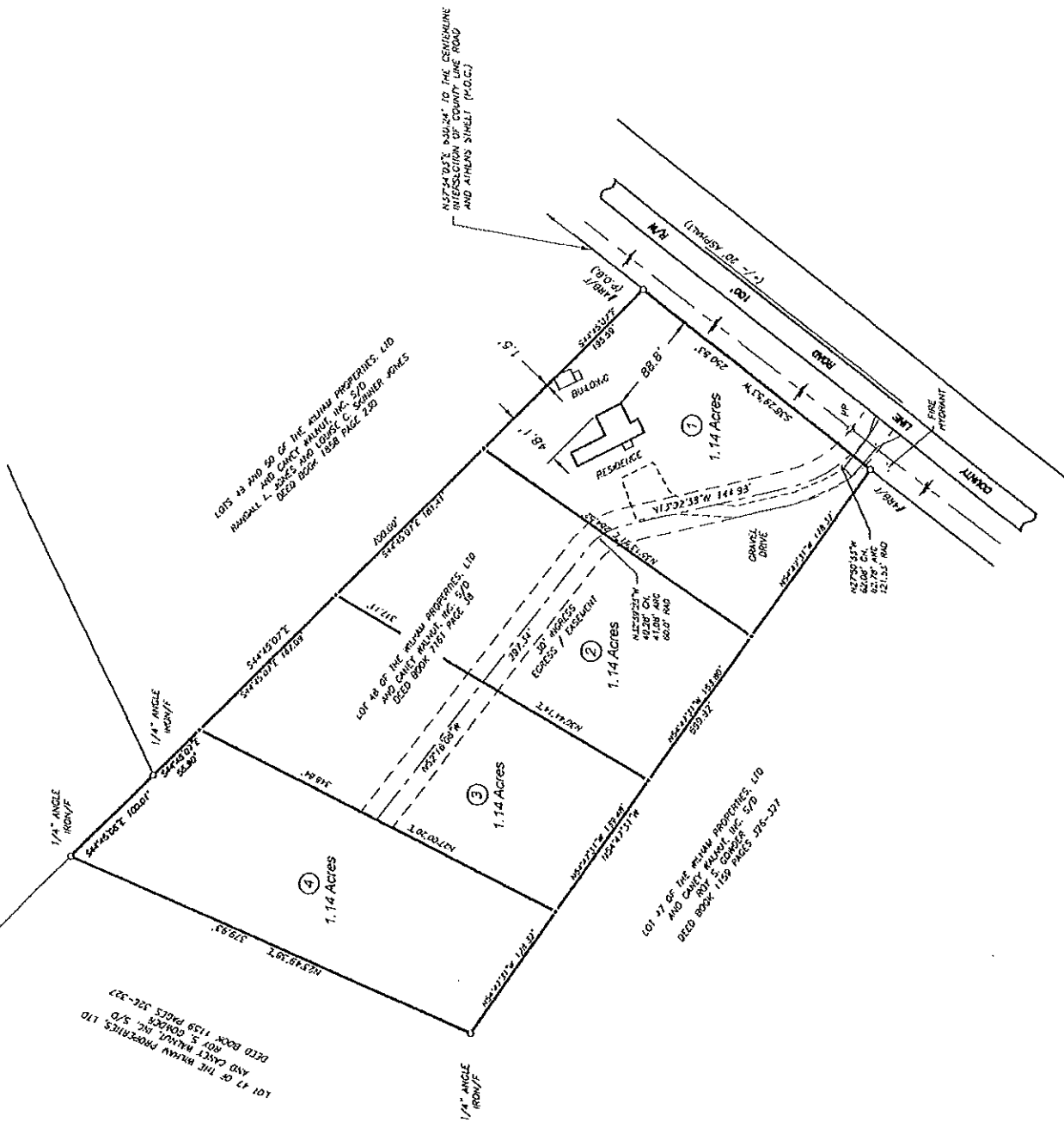
Current Address of Property 6538 County Line Road Lula Ga. 30554

Proposed Site Plan Submitted ☒ YES ☐ NO (Circle One)

Applicable Fees Paid by ☐ Check ☐ Cash (Circle One)

Zoning Application Submitted YES ☐ NO (Circle One)

LOT 24 OF THE MILMAN PROPERTIES, LTD
AND CANYE WALSH, INC. S/D
PATI, MICHAEL THOMAS AND JERL THOMAS
DEED BOOK 2442 PAGES 251-252



LOT 17 OF THE MILMAN PROPERTIES, LTD
AND CANYE WALSH, INC. S/D
DEED BOOK 1159 PAGES 326-327

LOT 27 OF THE MILMAN PROPERTIES, LTD
AND CANYE WALSH, INC. S/D
DEED BOOK 1159 PAGES 326-327

LOTS 13 AND 50 OF THE MILMAN PROPERTIES, LTD
AND CANYE WALSH, INC. S/D
MICHAEL L. JONES AND LOUISE C. SCHULER JONES
DEED BOOK 1858 PAGE 220

LOT 48 OF THE MILMAN PROPERTIES, LTD
AND CANYE WALSH, INC. S/D
DEED BOOK 1161 PAGE 18

N 57° 54' 00\"/>

William Linkous III (Legal Services)

From: Jennifer Rivera (Administration)
Sent: Tuesday, April 18, 2023 2:31 PM
To: Department Heads
Cc: Bobbie Cole (Legal Services); William Linkous III (Legal Services); Van Stephens (Administration); Abril Olivas (Administration)
Subject: New Annexation Request - Lula - 6538 County Line Road
Attachments: 4-18-2023 City of Lula Annexation Initiation - 6538 County Line Road.pdf

All –

Please see the attached annexation request regarding the following properties, which was received on April 18, 2023:

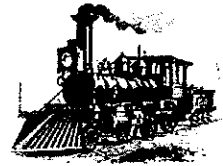
Hall Co Tax Parcel	Property Address	Owner	Proposed Rezoning
15006D000005	6538 County Line Road	Meden Montano	AR-IV to R-1

Please review the attached document and advise if you have ANY objections to this annexation. **Your deadline to respond is April 21, 2023 by 5 pm.**

Thank you,
Jennifer

Jennifer Rivera
Board of Commission Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org





"Home of Railroad Days"

P.O. Box 99 • 6055 Main Street
Lula, Georgia 30554

(770) 869-3801
Fax: (770) 869-1299
Email: lulacity@bellsouth.net

Monday April 17th, 2023

Chairman Richard Higgins
Commissioner Gregg Poole
Hall County Government
Post Office Box 1435
Gainesville, Georgia 30503

1 Tracts of land as follows;

**Notice of Application for Annexation
Meden Montano
6338 County Line Road
Lula, Georgia 30554**

Dear Chairman Higgins and Commissioner Poole,

Per the requirement of the service delivery agreement and state law the City of Lula has received an application for annexation and is giving official notice to Hall County Government of the city's recognition of a completed application for annexation and zoning.

The comprehensive application (as finally complete) is attached for your consideration, and the city would ask for a written response from Hall County within the allotted time.

Based upon our initial review of the application from the applicants the following can be summarized.

Parcel Number	15006D000005
Location Address	6538 COUNTY LINE RD
Legal Description	LT 48

5.43 Acres

Zoning AR-IV

The current use of the property (Agriculture) has been proposed to be changed to R-1 Residential. The applicant is well aware of the future land use as adopted by Hall County and the City of Lula in regard

to their respective Comprehensive Future Land Use Map and Plan and is steadfast in any future development following the established requirements.

The Mayor and Council have not given consideration of the current application and will await a timely response to the request prior to taking any final action. Upon your review of this letter and the attached application please forward the information to Hall County Planning for reference. If we may be of any additional assistance to Hall County in the review of the application, please contact me at 770-869-3801.

Sincerely,

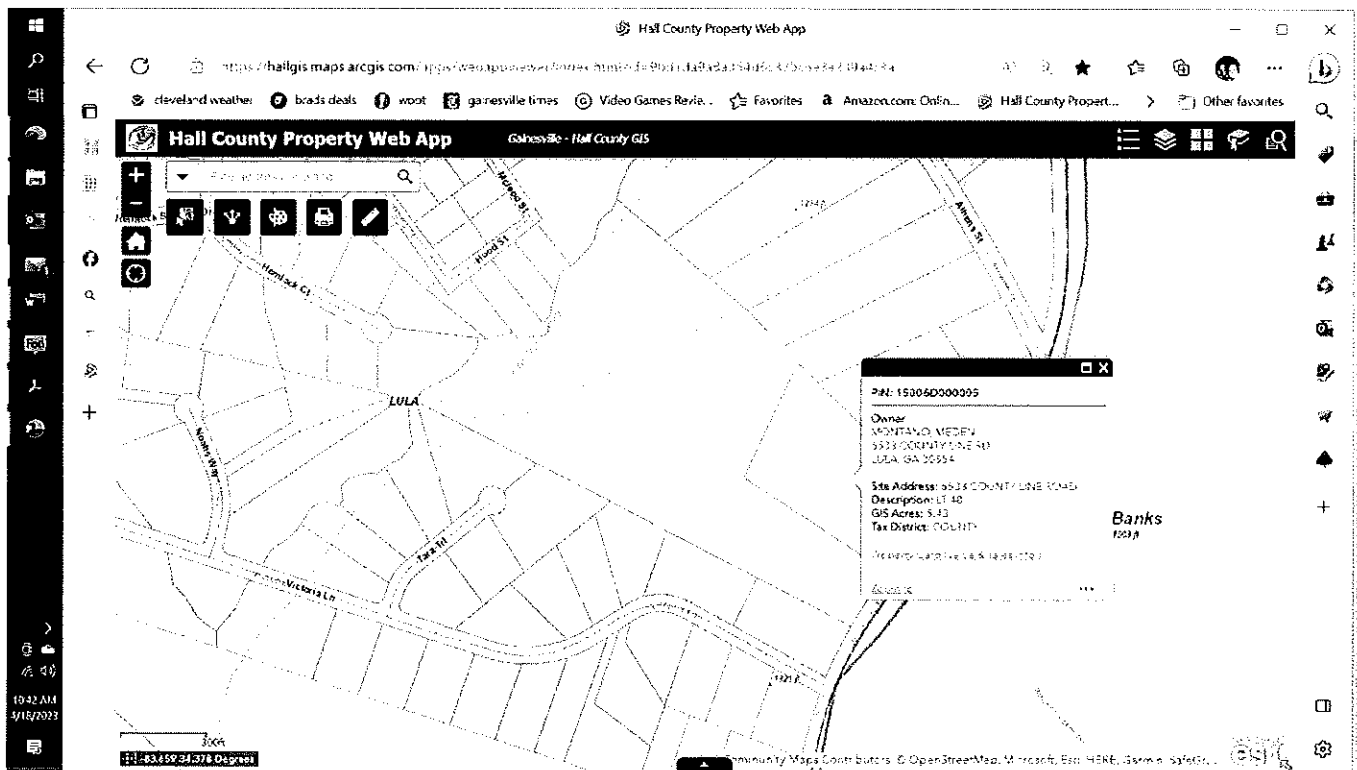
Dennis Bergin
City Manager

Compliance Land Dispute Resolution

Enclosed, Applicant submittal, support and reference information.

Hand Delivered

Cc. Mayor, Council, J. Homans Lula City Clerk, , Srikanth Yamala, Zachary Propes file



City of Lula

6338 County Line Road, Lula Ga

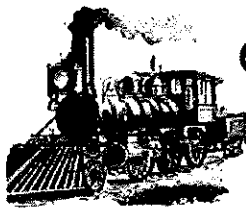
4.57 acres

Annexation and Rezoning

Current Zoning AG (AR-1V)

Proposed Zoning

Residential R-1



City of Lula

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P.O. Box 99, 6055 Main Street, Lula, GA 30554
Email: lulacity@bellsouth.net

Phone 770-869-3801 Fax 770-869-1299

ZONING AMENDMENT APPLICATION

Used for: All Zoning Request, All Variances Request, All Annexation Request - Cannot be submitted online

Request # ZA - _____

Date 03/28/2023

Applicant Name(s) Meden Montano

Corporate Name (if applicable) _____

Address 6538 County Line Road Lula Ga. 30554

Phone 678-580-8104

Email _____

Property is in (circle one):

Banks County

Hall County

Property Address 6538 County Line Road Lula Ga. 30554

Directions to Property Main Street, right on Athens Street, Right on County Line Road

Tax Map # 15006D

Parcel # 000005

Current Zoning AR-IV

Land Lot(s) G.M.D. 1690

District - Section _____

Headrights _____

Is the property being considered for Annexation (circle one)?

YES

NO

Subdivision Name _____

Lot # _____

Acres 4.57

Current use of property Residential

Has a past request of rezone of this property been made before? If so, provide ZA # No

The applicant request:

Rezoning to zoning category _____ Special use permit for _____

Is this a variance request? YES NO If so, describe _____

Proposed use of property if rezoned is Residential

R-1

If residential: # of lots proposed 4 Minimum lot size proposed 1.14 (include conceptual plan)

Is an amenity area proposed? YES NO If so, describe _____

If commercial: Total building area proposed _____ (include conceptual plan)

Existing Utilities (utilities readily available at the road frontage) ☒ Water ☐ Sewer ☒ Electric ☐ Natural Gas ☐ Fiber

Proposed Utilities (utilities developer intends to provide) ☐ Water ☐ Sewer ☐ Electric ☐ Natural Gas ☐ Fiber

Road access/Proposed access (Access to the development/area will be provided from) Public Road

Road Name County Line Type of Surface Asphalt

Failure to complete all sections can result in rejection of application and unnecessary delays. I understand that failure to appear at a public hearing may result in the postponement of denial of this application.

Signature of Applicant _____

Date 3/30/23

OFFICE USE ONLY:

Date Completed Application Received 3/30/23

Public Hearing Meeting Dates _____

Postponed: YES NO Date _____

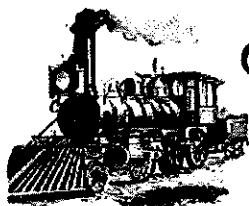
Amount Paid \$ 400.00 CASH ☒ OK # _____

Date of City Council Meeting _____

Rescheduled for next Meeting _____

Approved by City Council: YES NO Date _____

Finalize Complete April 14, 2023
OB



City of Lula

A REMARKABLE PAST. A VERY BRIGHT FUTURE.

P.O. Box 99, 6055 Main Street, Lula, GA 30554
Email: lulacity@bellsouth.net

Phone 770-869-3801 Fax 770-869-1299

ZONING AMENDMENT AUTHORIZATION

Property Owner Authorization - ZA # _____

I / We Meden Montano hereby swear that I / we own the property located at (address and/or tax map and parcel #) 15006D000005

6538 County Line Road Lula Ga. 30554

shown in the tax maps and/or deed records of Banks or Hall County, Georgia, and which parcel will be affected by this request.

I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezoning granted, and/or conditions of stipulations placed on the property will be binding upon the property regardless of ownership. The undersigner below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of the last action by the City Council.

Printed name of applicant or agent MEDEN MONTANO

Signature of applicant or agent _____ Date _____

Mailing Address 6538 COUNTY LINE

City LULA State GA Zip 30554

Phone 678-580-8104 Email _____

Printed Name of Owner(s) _____

Signature of Owner(s) [Signature] Date 3-30-23

Signature of Owner(s) _____ Date _____

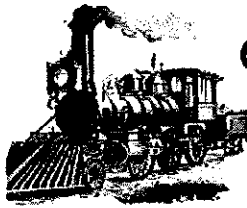
Sworn to and subscribed before me
this _____ day of _____ 20____.

Notary Public, State of Georgia

My Commission Expires _____

Notary Seal

(The complete names of all owners must be listed. If the owner is a partnership, the names of all partners must be listed. If a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please identify an applicant or partner and have the additional sheet notarized also.)



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Email: lulacity@bellsouth.net

Phone 770-869-3801 Fax 770-869-1299

ZONING AMENDMENT CAMPAIGN DISCLOSURE

Disclosure of Campaign Contributions – ZA # _____
Applicant(s) and Representative(s) of Rezoning

Pursuant to OCGA, Section 36-37 A-3.A, the following disclosure is mandatory when an applicant or any representation of application for rezoning has been made with two (2) years immediately preceding the filing of the applicant's request for rezoning, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application for rezoning.

It shall be the duty of the applicant and the attorney representing the applicant to file a disclosure with the governing authority of the respective local government showing the following:

Please print information below –

1. Name of local official to whom campaign contribution was made:

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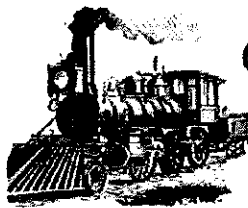
Amount \$ _____ Date _____

Enumeration and description of each gift when the total value of all gifts is \$250.00 or more, made to the local government official during the two (2) years immediately preceding the filing of the application for rezoning:

Signature of Applicant/Representative of Applicant

Date

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City of Lula

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Email: lulacity@bellsouth.net

Phone 770-869-3801 Fax 770-869-1299

ZONING AMENDMENT ADJACENT PROPERTY OWNERS

Property Owner Authorization - ZA # 15006D000005 TMP # _____

It is the responsibility of the applicant to provide a list of adjacent property owners. This list must include the name and address of anyone who has property touching your property or who has property directly across the street from your property (use additional sheets if necessary).

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TMP # 15006D000009 2. Name(s) Patti Worley Thomas and Joel Thomas
Address 5717 Athens Street Lula Ga. 30554 P.O. Box 542 Lula, GA 30554

TMP # 15006D000010 3. Name(s) Marvin B. Moore and Barbara J. Moore ✓
Address 5725 Athens Street Lula Ga. 30554

TMP # 15006D000004 4. Name(s) Roy S. Gowder
Address 6550 County Line Road Lula Ga. 30554 P.O. Box 405 Lula, GA 30554 ✓

15006D000011
TMP # _____ 5. Name(s) Juanita Cain
Address 5753 Athens St. Lula, GA 30554

15006D000008
TMP # _____ 6. Name(s) Edwin Brookshire
Address 5705 Athens St. Lula, GA 30554

TMP # _____ 7. Name(s) _____
Address _____

TMP # _____ 8. Name(s) _____
Address _____

Adjacent property owner notification of a zoning amendment request is required. The applicant is responsible for mailing the public notice (prepared by the Planning Department) to each adjacent property owner via Certified Mail or pays the additional postage to the City of Lula to mail. The applicant must pick up the certified letter to mail, unless postage is paid to the city.

City of Lula

PETITION REQUESTING ANNEXATION

100 PERCENT METHOD OF ANNEXATION

3-30-23

(Date of Submission)

To the Mayor and Council of the City of Lula, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the City Council (*governing body*) annex this territory to the City of Lula, Georgia, and extend the city boundaries to include the same.

2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. § 36-36-20) to the existing corporate limits of the City of Lula, Georgia, and the description of such territory is as follows:

[Insert complete description of land to be annexed.]

4.75 Acres located on County Line Road Lula Ga

6538 County Line Road Lula Ga. 30554

Tax Parcel 15006D000005

Deed Book 7161 Page 38 Hall County Deed Records

Plat Book 270 Page 48B Hall County Plat Records

MEDAN MONTANO 6538 COUNTY LINE 3-30-23
Name (Print) Address Date

X [Signature] _____
Signature Petitioners Corporate Name if Applicable

Current Zoning AR-IV

Requested Zoning R-1

NOTE Rezoning is required of all Property being annexed by the City of Lula

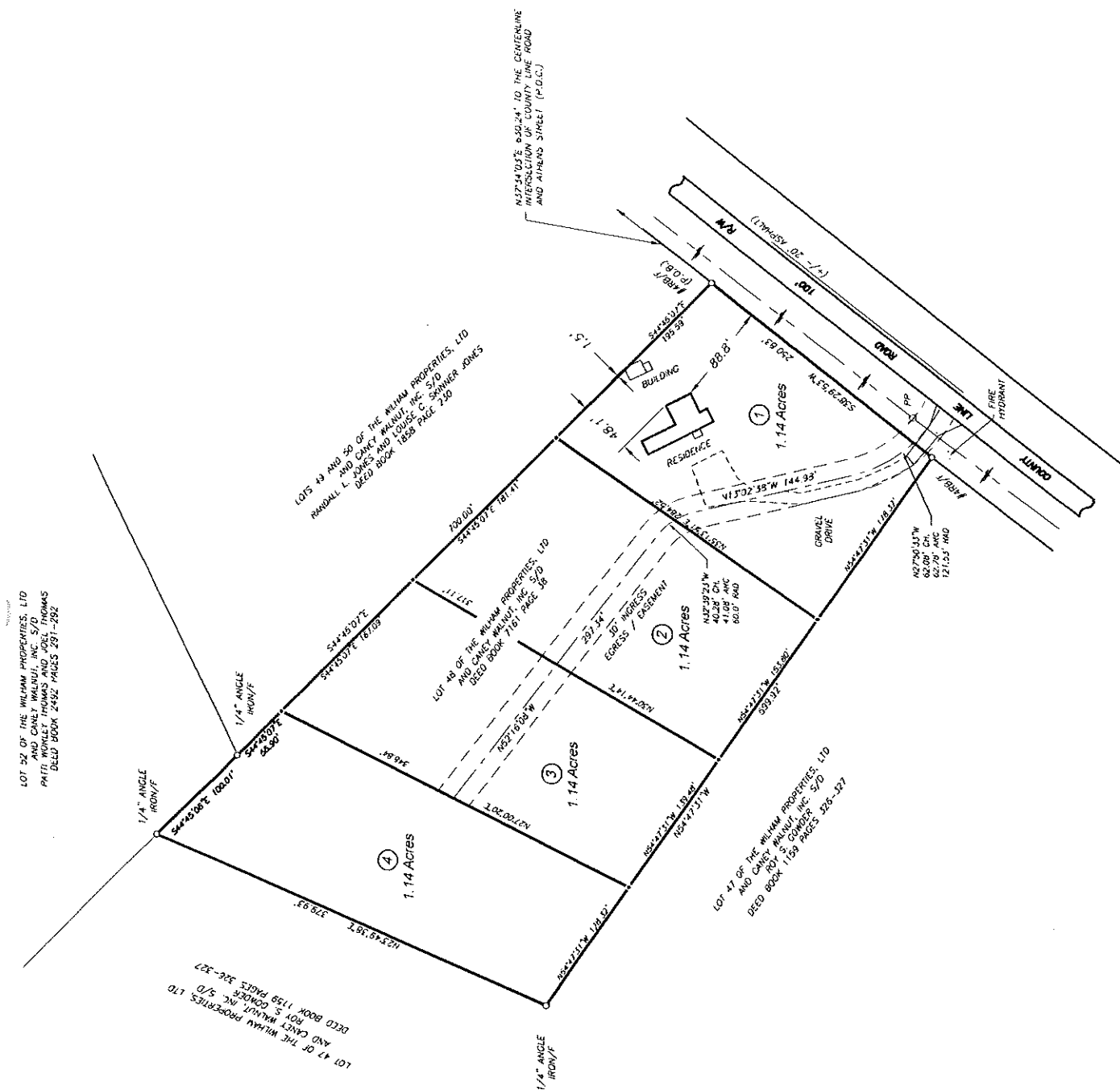
Petitioners Phone Number 678-580-8104

Current Address of Property 6538 County Line Road Lula Ga. 30554

Proposed Site Plan Submitted ☒ YES ☐ NO (Circle One)

Applicable Fees Paid by ☐ Check ☐ Cash (Circle One)

Zoning Application Submitted YES ☐ NO ☐ (Circle One)



William Linkous III (Legal Services)

From: Rebecca Evans (CDI: Planning)
Sent: Wednesday, April 19, 2023 8:48 AM
To: Bobbie Cole (Legal Services); William Linkous III (Legal Services); Van Stephens (Administration)
Cc: Randi Doveton (CDI: Planning)
Subject: FW: New Annexation Request - Lula - 6538 County Line Road
Attachments: Lula_Montano_Annex_Overall.pdf; Lula_Montano_Annex_Aerial.pdf

Legal Team,

Please find attached the maps for the City of Lula Annexation Request.

Have a great morning.

Thank you,
Rebecca Evans
GIS Manager
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd., Gainesville, GA 30504
770.531.6781 | www.hallcounty.org



From: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>
Sent: Tuesday, April 18, 2023 2:42 PM
To: Rebecca Evans (CDI: Planning) <revans@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Cc: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Subject: FW: New Annexation Request - Lula - 6538 County Line Road

Please see the attached request. Please copy me when sending your response to legal.

Randi Doveton
Director of Planning and Development
Hall County Community Development and Infrastructure
(770) 531-6800 | www.hallcounty.org



From: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Sent: Tuesday, April 18, 2023 2:31 PM
To: Department Heads <DepartmentHeads@hallcounty.org>
Cc: Bobbie Cole (Legal Services) <bobbie.cole@hallcounty.org>; William Linkous III (Legal Services) <wlinkous@hallcounty.org>; Van Stephens (Administration) <vstephens@hallcounty.org>; Abril Olivas (Administration) <aolivas@hallcounty.org>
Subject: New Annexation Request - Lula - 6538 County Line Road

All –
Please see the attached annexation request regarding the following properties, which was received on April 18, 2023:

Hall Co Tax Parcel	Property Address	Owner	Proposed Rezoning
15006D000005	6538 County Line Road	Meden Montano	AR-IV to R-1

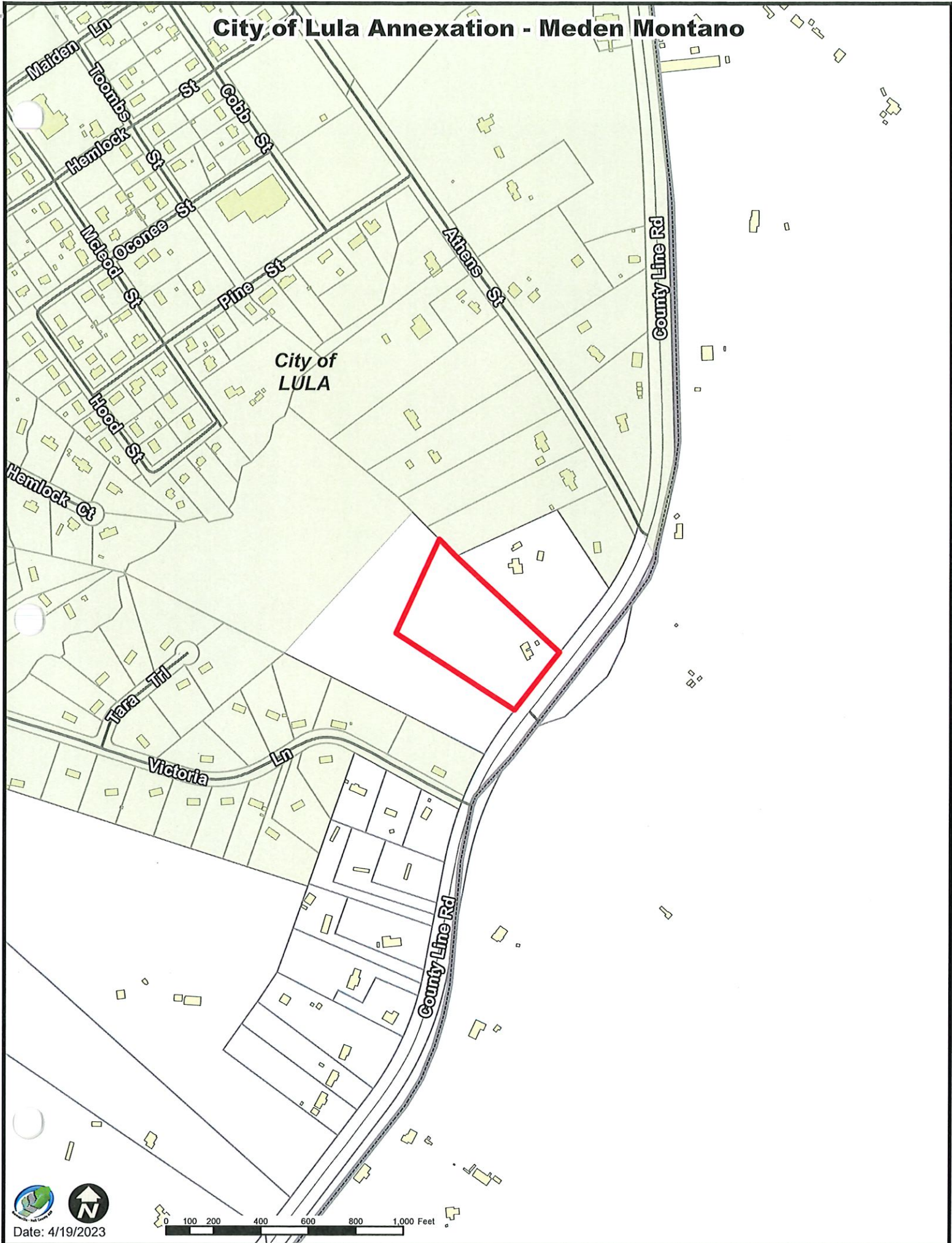
Please review the attached document and advise if you have ANY objections to this annexation. **Your deadline to respond is April 21, 2023 by 5 pm.**

Thank you,
Jennifer

Jennifer Rivera
Board of Commission Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org



City of Lula Annexation - Meden Montano



City of Lula Annexation - Meden Montano



Date: 4/19/2023

City of Lula



"Home of Railroad Days"

P.O. Box 99 • 6055 Main Street
Lula, Georgia 30554

(770) 869-3801
Fax: (770) 869-1299
Email: lulacity@bellsouth.net

Monday April 17th, 2023

Chairman Richard Higgins
Commissioner Gregg Poole
Hall County Government
Post Office Box 1435
Gainesville, Georgia 30503



1 Tracts of land as follows;

Notice of Application for Annexation
Meden Montano
6338 County Line Road
Lula, Georgia 30554

↑ 6538 County Line Rd

Dear Chairman Higgins and Commissioner Poole,

Per the requirement of the service delivery agreement and state law the City of Lula has received an application for annexation and is giving official notice to Hall County Government of the city's recognition of a completed application for annexation and zoning.

The comprehensive application (as finally complete) is attached for your consideration, and the city would ask for a written response from Hall County within the allotted time.

Based upon our initial review of the application from the applicants the following can be summarized.

Parcel Number	15006D000005
Location Address	6538 COUNTY LINE RD
Legal Description	LT 48

5.43 Acres

Zoning AR-IV

The current use of the property (Agriculture) has been proposed to be changed to R-1 Residential. The applicant is well aware of the future land use as adopted by Hall County and the City of Lula in regard

to their respective Comprehensive Future Land Use Map and Plan and is steadfast in any future development following the established requirements.

The Mayor and Council have not given consideration of the current application and will await a timely response to the request prior to taking any final action. Upon your review of this letter and the attached application please forward the information to Hall County Planning for reference. If we may be of any additional assistance to Hall County in the review of the application, please contact me at 770-869-3801.

Sincerely,

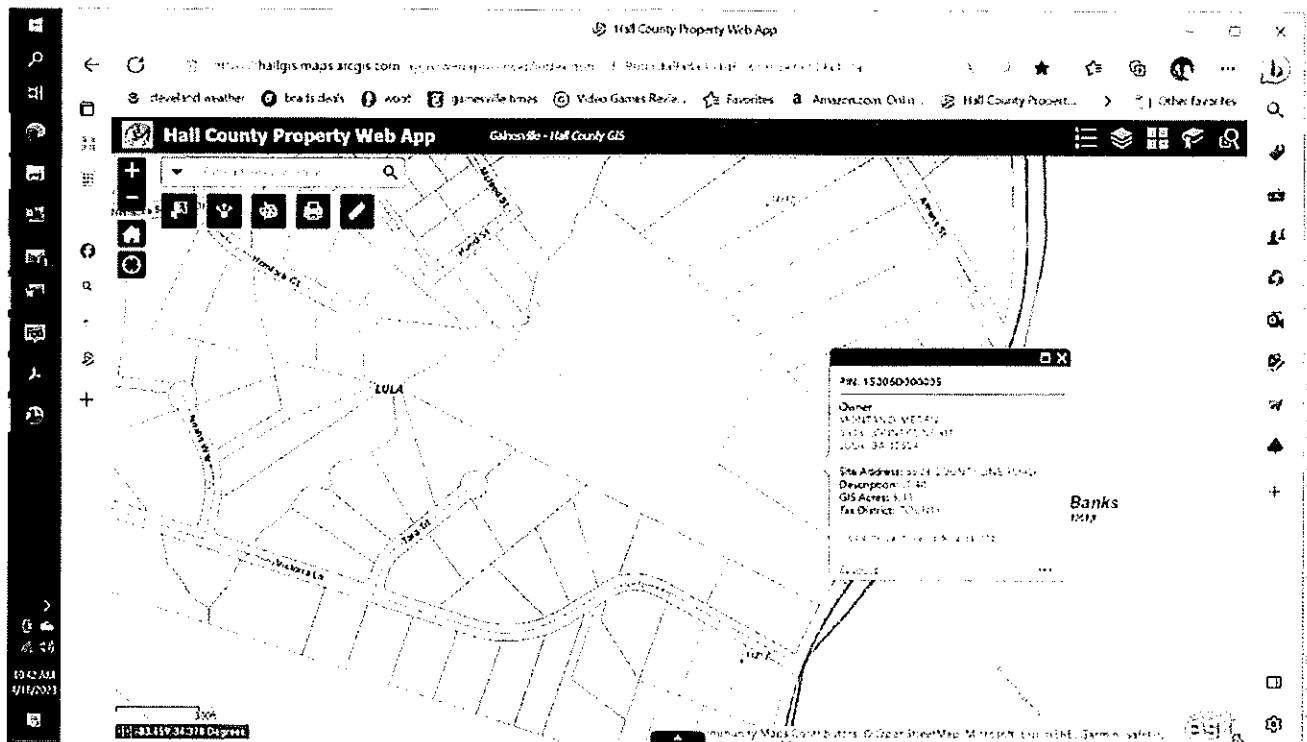
Dennis Bergin
City Manager

Compliance Land Dispute Resolution

Enclosed, Applicant submittal, support and reference information.

Hand Delivered

Cc. Mayor, Council, J. Homans Lula City Clerk, , Srikanth Yamala, Zachary Propes file



City of Lula

6338 County Line Road, Lula Ga

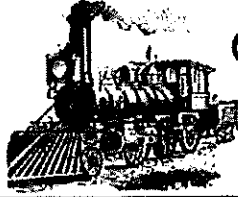
4.57 acres

Annexation and Rezoning

Current Zoning AG (AR-1 V)

Proposed Zoning

Residential R-1



City of Lula

A REMARKABLE PAST. A VERY BRIGHT FUTURE.

P.O. Box 99, 6055 Main Street, Lula, GA 30554
Email: lulacity@bellsouth.net

Phone 770-869-3801 Fax 770-869-1299

ZONING AMENDMENT APPLICATION

Used for: All Zoning Request, All Variances Request, All Annexation Request - Cannot be submitted online

Request # ZA - _____

Date 03/28/2023

Applicant Name(s) Meden Montano

Corporate Name (if applicable) _____

Address 6538 County Line Road Lula Ga. 30554

Phone 678-580-8104

Email _____

Property is in (circle one):

Banks County

Hall County

Property Address 6538 County Line Road Lula Ga. 30554

Directions to Property Main Street, right on Athens Street, Right on County Line Road

Tax Map # 15006D

Parcel # 000005

Current Zoning AR-IV

Land Lot(s) G.M.D. 1690

District - Section _____

Headrights _____

Is the property being considered for Annexation (circle one)?

YES

NO

Subdivision Name _____

Lot # _____

Acres 4.57

Current use of property Residential

Has a past request of rezone of this property been made before? If so, provide ZA # _____

No

The applicant request:

Rezoning to zoning category _____ Special use permit for _____

Is this a variance request? YES NO If so, describe _____

Proposed use of property if rezoned is Residential

R-1

If residential: # of lots proposed 4 Minimum lot size proposed 1.14 (include conceptual plan)

Is an amenity area proposed? YES NO If so, describe _____

If commercial: Total building area proposed _____ (include conceptual plan)

Existing Utilities (utilities readily available at the road frontage) ☒ Water ☐ Sewer ☒ Electric ☐ Natural Gas ☐ Fiber

Proposed Utilities (utilities developer intends to provide) ☐ Water ☐ Sewer ☐ Electric ☐ Natural Gas ☐ Fiber

Road access/Proposed access (Access to the development/area will be provided from) Public Road

Road Name County Line Type of Surface Asphalt

Failure to complete all sections can result in rejection of application and unnecessary delays. I understand that failure to appear at a public hearing may result in the postponement of denial of this application.

Signature of Applicant _____

Date 3/30/23

OFFICE USE ONLY:

Date Completed Application Received 3/30/23

Amount Paid \$ 400.00 CASH ☒ OK ☐

Public Hearing Meeting Dates _____

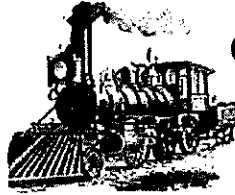
Date of City Council Meeting _____

Postponed: YES NO Date _____

Rescheduled for next Meeting _____

Approved by City Council: YES NO Date _____

Finalize Complete as of 3/30/23
OB



City of Lula

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Email: lulacity@bellsouth.net

Phone 770-869-3801 Fax 770-869-1299

ZONING AMENDMENT AUTHORIZATION

Property Owner Authorization - ZA # _____

I / We Meden Montano hereby swear that I / we own the property located at (address and/or tax map and parcel #) 15006D000005
6538 County Line Road Lula Ga. 30554
shown in the tax maps and/or deed records of Banks or Hall County, Georgia, and which parcel will be affected by this request.

I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions of stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of the last action by the City Council.

Printed name of applicant or agent MEDEN MONTANO

Signature of applicant or agent _____ Date _____

Mailing Address 6538 COUNTY LINE

City LULA State GA Zip 30554

Phone 678-580-8104 Email _____

Printed Name of Owner(s) _____

Signature of Owner(s) [Signature] Date 3-30-23

Signature of Owner(s) _____ Date _____

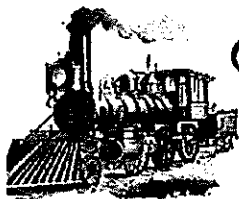
Sworn to and subscribed before me
this _____ day of _____ 20____.

Notary Public, State of Georgia

My Commission Expires _____

Notary Seal

(The complete names of all owners must be listed. If the owner is a partnership, the names of all partners must be listed. If a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please identify an applicant or partner and have the additional sheet notarized also.)



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Phone 770-869-3801 Fax 770-869-1299

ZONING AMENDMENT CAMPAIGN DISCLOSURE

Disclosure of Campaign Contributions – ZA # _____
Applicant(s) and Representative(s) of Rezoning

Pursuant to OCGA, Section 36-37 A-3.A, the following disclosure is mandatory when an applicant or any representation of application for rezoning has been made with two (2) years immediately preceding the filing of the applicant's request for rezoning, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application for rezoning.

It shall be the duty of the applicant and the attorney representing the applicant to file a disclosure with the governing authority of the respective local government showing the following:

Please print information below –

1. Name of local official to whom campaign contribution was made:

2. The dollar amount and the description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution:

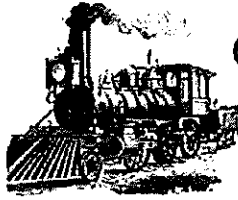
Amount \$ _____ Date _____

Enumeration and description of each gift when the total value of all gifts is \$250.00 or more, made to the local government official during the two (2) years immediately preceding the filing of the application for rezoning:

Signature of Applicant/Representative of Applicant

Date

Failure to complete this form is a statement that no disclosure is required.



City of Lula

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Email: lulacity@bellsouth.net

Phone 770-869-3801 Fax 770-869-1299

ZONING AMENDMENT ADJACENT PROPERTY OWNERS

Property Owner Authorization - ZA # 15006D000005 TMP # _____

It is the responsibility of the applicant to provide a list of adjacent property owners. This list must include the name and address of anyone who has property touching your property or who has property directly across the street from your property (use additional sheets if necessary).

PLEASE NOTE: This information should be obtained at the County Planning Office using the Tax Map/Parcel Map listing any parcel(s) adjoining or adjacent to parcel where rezone is being requested. Plead print information below.

TMP # 15006D000007 1. Name(s) Ronnie N. Ellington and Deborah L. Ellington
Address 6518 County Line Road Lula Ga. 30554

TMP # 15006D000009 2. Name(s) Patti Worley Thomas and Joel Thomas
Address 5717 Athens Street Lula Ga. 30554 P.O. Box 542 Lula, GA 30554

TMP # 15006D000010 3. Name(s) Marvin B. Moore and Barbara J. Moore ✓
Address 5725 Athens Street Lula Ga. 30554

TMP # 15006D000004 4. Name(s) Roy S. Gowder
Address 6550 County Line Road Lula Ga. 30554 P.O. Box 405 Lula, GA 30554 ✓

15006D000011
TMP # _____ 5. Name(s) Juanita Cain
Address 5753 Athens St. Lula, GA 30554

15006D000008
TMP # _____ 6. Name(s) Edwin Brookshire
Address 5705 Athens St. Lula, GA 30554

TMP # _____ 7. Name(s) _____
Address _____

TMP # _____ 8. Name(s) _____
Address _____

Adjacent property owner notification of a zoning amendment request is required. The applicant is responsible for mailing the public notice (prepared by the Planning Department) to each adjacent property owner via Certified Mail or pays the additional postage to the City of Lula to mail. The applicant must pick up the certified letter to mail, unless postage is paid to the city.

City of Lula

PETITION REQUESTING ANNEXATION

100 PERCENT METHOD OF ANNEXATION

3-30-23
(Date of Submission)

To the Mayor and Council of the City of Lula, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the City Council (*governing body*) annex this territory to the City of Lula, Georgia, and extend the city boundaries to include the same.
2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. § 36-36-20) to the existing corporate limits of the City of Lula, Georgia, and the description of such territory is as follows:
[Insert complete description of land to be annexed.]

4.75 Acres located on County Line Road Lula Ga

6538 County Line Road Lula Ga. 30554

Tax Parcel 150060000005

Deed Book 7161 Page 38 Hall County Deed Records

Plat Book 270 Page 488 Hall County Plat Records

MEDEN MONTANO 6538 COUNTY LINE 3-30-23
Name (Print) Address Date

X [Signature]

Signature Petitioners

Corporate Name if Applicable

Current Zoning AR-IV

Requested Zoning R-1

NOTE Rezoning is required of all Property being annexed by the City of Lula

Petitioners Phone Number 678-580-8104

Current Address of Property 6538 County Line Road Lula Ga. 30554

Proposed Site Plan Submitted ☒ YES ☐ NO (Circle One)

Applicable Fees Paid by ☐ Check ☐ Cash (Circle One)

Zoning Application Submitted ☒ YES ☐ NO (Circle One)

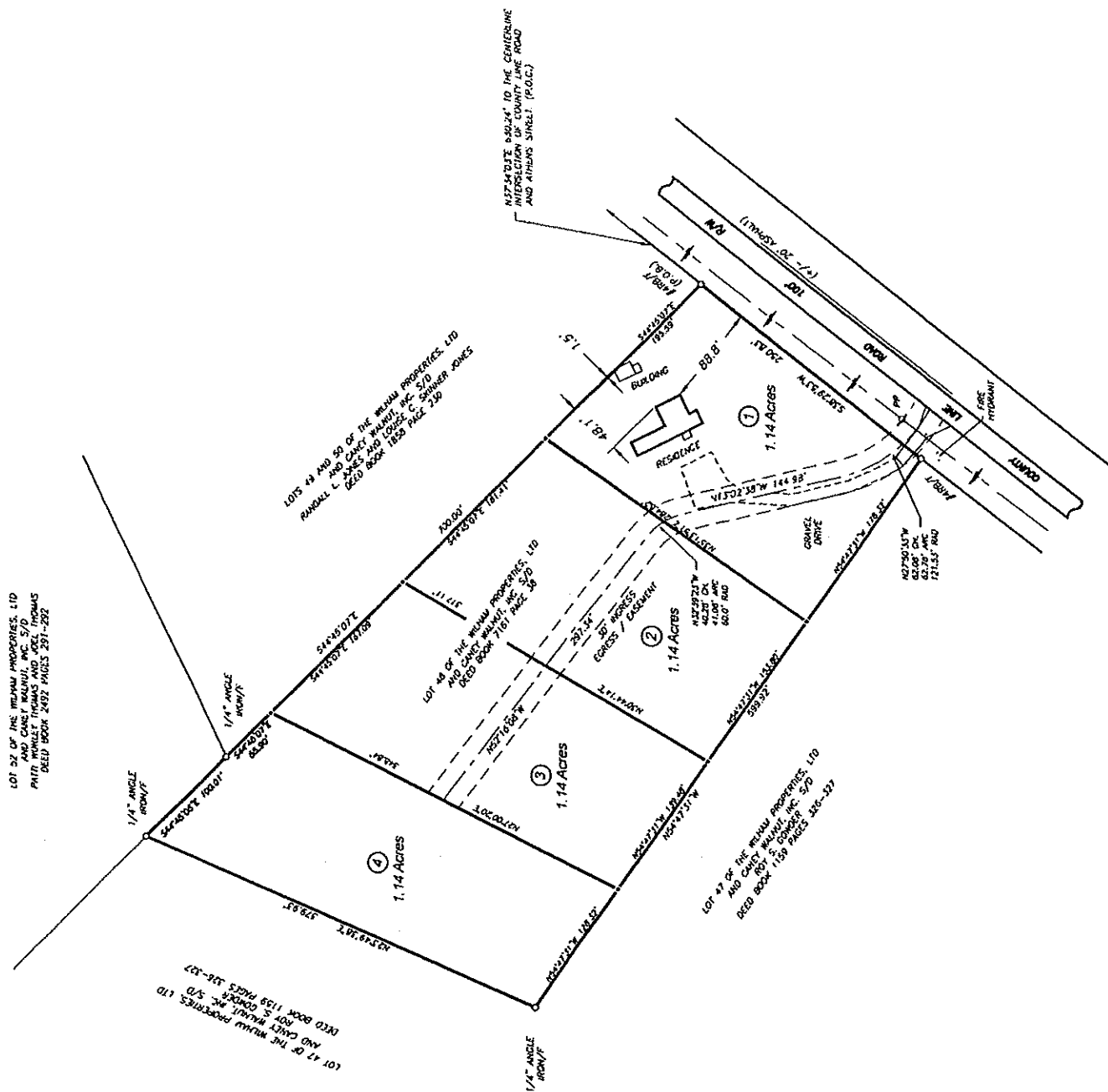


EXHIBIT B

CHAPTER 17.120. - AGRICULTURAL- RESIDENTIAL-IV DISTRICT (AR-IV)

17.120.010. - Permitted uses.

Permitted uses in the AR-IV district include:

- A. Agricultural, horticultural [uses] and/or farm winery.
- B. Accessory farm uses including the sale of products grown on the premises and the keeping of livestock or poultry.
- C. Sawmills used to process timber grown and harvested on the property where it is processed, provided the conditions of chapter 17.210 are met.
- D. Residences:
 - 1. Site-built single-family detached dwelling units.
 - 2. Class A single-family manufactured home.
 - 3. Class A single-family industrialized dwelling units.
- E. Non-commercial accessory residential uses, including but not limited to a private garage, detached home workshop, swimming pool, or greenhouse, all of which shall be incidental to the use of the property as a residence.
- F. Home offices.
- G. Churches and other places of worship, but excluding cemeteries.
- H. County uses including parks and playgrounds, but excluding cemeteries.
- I. [Deleted 1-13-92.]
- J. Substations for electrical transformers, gas regulators and telephone subscriber carrier sites, provided the conditions of chapter 17.210 are met.
- K. Minor subdivisions.
- L. Family day care home.
- M. Construction trailer, provided the conditions of chapter 17.210 are met.
- N. Community residences, provided the conditions of chapter 17.210 are met.

O. Home occupations, provided the conditions of chapter 17.210 are met.

P. Transient occupancy of a vacation home provided all requirements of chapter 17.216 are met.

(Res. of 8-28-78, § 10(A); Res. of 5-11-87; Res. of 7-10-89; Res. of 4-27-90; Res. of 10-14-91; Res. of 12-23-91; Res. of 1-27-92; Res. of 2-10-92; Res. of 9-28-92; Code 1991, § 17.120.010; Res. of 6-17-02(2), § 17; Res. of 2-27-03(1), § 1; Res. of 4-24-14(1), § 2; Res. of 3-28-19(1), § 10)

17.120.020. - Conditional uses subject to planning commission approval.

In the AR-IV district, conditional uses subject to planning commission approval (see chapter 17.350) and a required public hearing include:

A. Residential businesses (see chapter 17.350).

B. Rural businesses (see chapter 17.350).

C. Subdivision amenities.

D. Temporary sales office located within an approved subdivision.

(Res. of 8-28-78, § 10(B); Res. of 7-10-89; Res. of 9-28-92; Code 1991, § 17.120.020; Res. of 2-27-03(1), § 1; Res. of 3-22-18(2), § 4; Res. of 3-28-19(1), § 11)

17.120.030. - Conditional uses subject to zoning board of adjustment approval.

In the AR-IV district, conditional uses subject to zoning board of adjustment approval (see chapter 17.350) and required public hearing include:

A. Additional parking on other than principal lot.

B. Class A and Class B single-family manufactured homes on an occupied lot due to a hardship.

C. Caretaker and/or employee residences.

(Res. of 8-28-78, § 10(C); Res. of 7-10-89; Code 1991, § 17.120.030; Res. of 6-17-02(2), § 18; Res. of 2-27-03(1), § 1)

17.120.040. - Uses permitted subject to approval of county commission.

In the AR-IV district, uses permitted subject to approval of the county commission, after review and recommendation by the planning commission and a required public hearing, include:

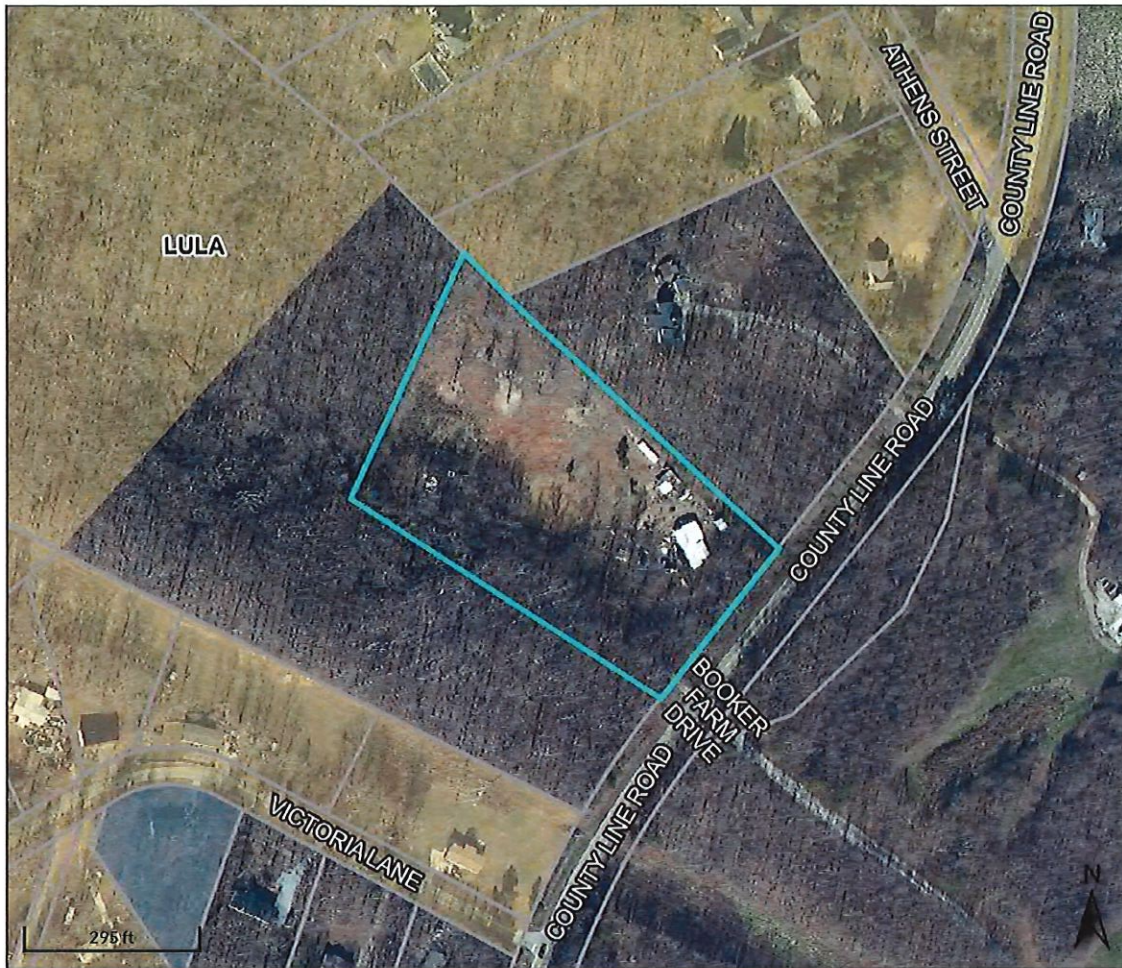
- A. Municipal, state and other public uses.
- B. Fraternal organizations or private clubs (see definitions of church, club or lodge in chapter 17.20).
- C. Nursery schools, kindergartens, day care centers.
- D. Private airfields.
- E. [Reserved.]
- F. Buildings for storage and sale of agricultural, forestry, animal or poultry wastes.
- G. Cemeteries.
- H. Slow rate land treatment systems.
- I. Private directional signs for churches (defined under section 17.270.030) up to 36 square feet in area.
- J. Re-establishment of a nonconforming use after a period of two years.
- K. Equestrian centers.
- L. Group day care home.
- M. Day care center.
- N. Commercial kennel.
- O. Telecommunications facilities, provided the conditions of chapter 17.410 are met.
- P. Community residences that fail to meet all requirements for an administrative occupancy permit, excluding community residences denied a required local or state license.

Q. Site-built dwelling units, Class A manufactured homes, and Class A industrialized dwelling units more than seven years old being moved into Hall County for the purpose of permanent or temporary occupancy.

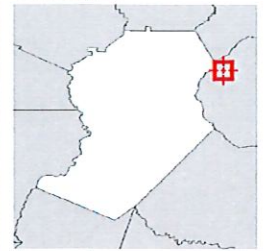
R. Raising for gain or profit of dangerous animals.

S. Small animal specialty farms.

(Res. of 8-28-78, § 10(D); Res. of 7-10-89; Res. of 1-14-91; Res. of 3-11-91; Res. of 5-28-91; Res. of 7-8-91; Res. of 10-14-91; Res. of 1-13-92; Res. of 1-27-92; Res. of 2-10-92; Res. of 5-11-92; Code 1991, § 17.120.040; Res. of 3-11-99, § 4; Res. of 6-17-02(2), § 19; Res. of 2-27-03(1), § 1; Res. of 1-13-22(3), § 12)









Overview



Legend

 Parcels

Qualified Sales

-  2018
-  2019
-  2020
-  2021
-  2022
-  2023

Roads

Cities

-  BRASELTON
-  BUFORD
-  CLERMONT
-  FLOWERY BRANCH
-  GAINESVILLE
-  GILLSVILLE
-  LULA
-  OAKWOOD
-  RESTHAVEN

Parcel ID 15006D000005
 Class Code Residential
 Taxing District COUNTY
 Acres 4.57

Owner MEDEN MONTANO
 6538 COUNTY LINE RD
 LULA, GA 30554
 Physical Address 6538 COUNTY LINE RD
 Assessed Value Value \$75634

Last 2 Sales

Date	Price	Reason	Qual
3/21/2013	\$22000	28	U
1/2/2013	0	23	U

(Note: Not to be used on legal documents)

Date created: 5/15/2023
 Last Data Uploaded: 5/12/2023 9:43:11 PM

Developed by  **Schneider**
 GEOSPATIAL

EXHIBIT D

ARTICLE VIII

R-I SINGLE FAMILY RESIDENTIAL DISTRICT

R-IP PERFORMANCE

Section 801. Purpose and Intent.

The R-I Single Family Residential District is intended to establish and preserve quiet, stable single-family residential neighborhoods at low-medium densities (up to approximately 1.3 units per acre) free from other uses except those which are compatible with and convenient to the residents of such a district.

The R-IP Performance District is intended to allow for the above-mentioned criteria and the application of “Sustainable Growth Design & Application” procedures creating performance based planning as follows: a reduction in infrastructure needs, an enhancement of transportation needs and/or alternatives, improvement of community land use reducing the immediate impact on surrounding property by an increase in overall setbacks for the exterior of the development, enhancement of environmental impact, requiring submittal of watershed protection, urban reuse, slope and grade study and storm water management with site plan development.

Section 802. Permitted Uses.

1. Accessory buildings and uses customarily incidental to the principal residential use of the property, including guest houses (not accessory apartments) home gardens, non-commercial greenhouses, land shelters or enclosures for household pets. Non-commercial livestock is a permitted accessory use on lots with a minimum area of two (2) acres, provided that any buildings or enclosures for the maintenance or shelter of animals shall be set back a minimum of one hundred fifty (150) feet from any property line.
2. Churches, temples, synagogues and places of worship, and their solely owned and operated customary accessory facilities, including cemeteries, provided such uses are located on a lot with a minimum area of two (2) acres, principal buildings are set back a

minimum of fifty (50) feet from any property line and parking areas are located outside of the required front yard and separated from any side or rear property line by a minimum six (6) foot high, opaque fence or wall, or a densely planted landscape strip of at least ten (10) feet in width.

3. Parks, playgrounds, community centers, tennis courts, swimming pools, golf courses and other recreational facilities, operated on a non-profit basis.
4. Public and semi-public buildings and uses, as defined in Article III.
5. Schools, public elementary, middle and secondary.
6. Schools, parochial and private offering courses in general education substantially similar to that of a public school, not offered for profit.
7. Single-family detached dwellings.
8. Strike or move to AG USE Manufactured or mobile homes on individual lots, subject to the following requirements:
 - a) All manufactured homes must be placed on a permanent foundation.
 - b) All manufactured homes shall be installed in compliance with the "Rules and Regulations for Manufactured Homes" made and promulgated by the Georgia Safety Fire Commissioner, as may be amended from time to time.
 - c) All towing devices, wheels, axles, and hitches must be removed or skirted.
 - d) Each home shall be completely skirted with an appropriate barrier, properly ventilated, to enclose the area between the bottom of the structure and the ground. Such skirting shall not be required for those homes with a complete masonry or concrete perimeter foundation.
 - e) All manufactured or mobile homes must meet the standards and regulations of the Building Code Ordinance of Lula. The Building Code Ordinance of Lula shall be controlling over any provision of that ordinance as to the type and manner of construction of any building.

- f) All manufactured or mobile homes must meet the design standards and requirements for manufactured or mobile homes in Section 720.

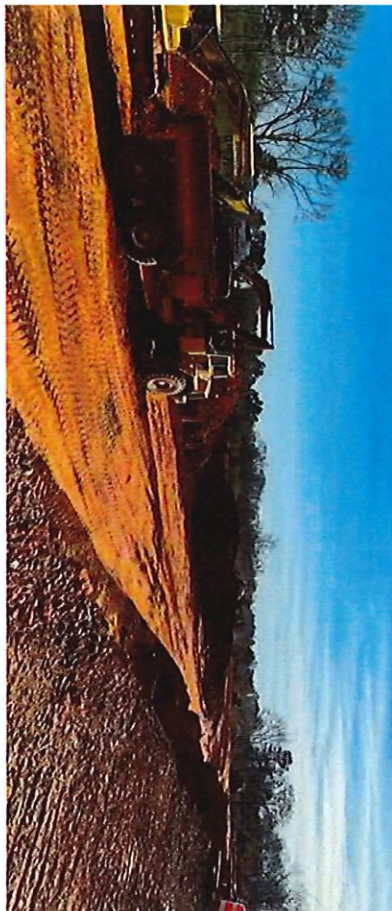
Section 803. Conditional Uses.

1. Accessory apartments, as defined in Article III, subject to compliance with Section 719.
2. Home occupations, subject to the requirements of Section 713.

Section 804. Area, Height, Density and Placement Requirements

1. As specified in Article XXI.

FUTURE DEVELOPMENT GUIDE Chapter 4



A key component of the comprehensive planning process is the creation of the Future Development Guide. The guide includes the Future Development Map, which depicts unique Character Areas that describe the type of development and land uses desired for particular areas. This guide – in addition to the goals and strategies presented in Chapter 3 – explains and helps illustrate the ‘community vision’ for growth and development in Hall County.

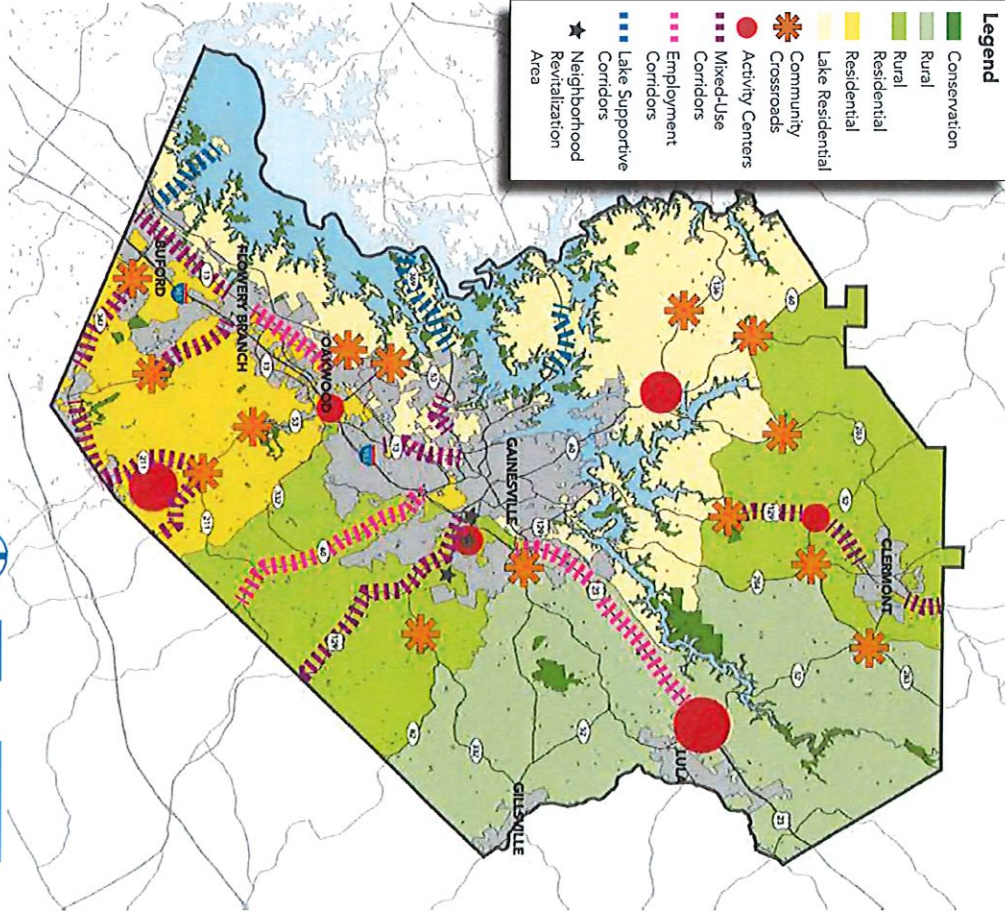
The Future Development Guide includes the three section shown below:

- Future Development Map
- Character Area-Based Planning
- Character Area Policy

Future Development Map

The Future Development Map is used to identify the geographic location of the Character Areas within Hall County. The Character Areas are described in detail later in this chapter. The Future Development Map is intended to help guide decision making related to the physical location of development and where the most appropriate scale and intensity of development should occur. While the map recommends land uses and development patterns for a 20-year planning horizon, it is important that it is regularly reviewed to determine if amendments are needed based on changing market and demographic trends or local goals. At a minimum, the plan is required by the Georgia Department of Community Affairs to be updated every five years.

Hall County Future Development Map



Adapted from 2017 Hall County Forward Plan, Date



Rural

Intent: PRESERVE the existing rural character, including agricultural uses and large-lot residential uses, as well as natural and historic features.

General Characteristics: Rural Areas are characterized by agricultural and very low-density single-family residential uses. The development pattern includes larger areas of undeveloped or cultivate land with large distances between buildings and deep setbacks from two-lane roads. Natural features include extensive tree cover and open space areas due to limited development, as well as waterways that include the Chattahoochee River, the Cedar Creek Reservoir and streams.

Application: Rural Areas primarily represent private agricultural, large-lot residential or undeveloped land in the northeastern and east portions of Hall County, which includes the North Oconee Watershed Protection District. These areas are located outside of the County's sewer service area. Extension of sewer lines into Rural Areas should be discouraged in order to limit development pressures on the area. Future development should be compatible with the rural character, which includes a high degree of open space and greenspace. This includes the use of conservation subdivisions to maximize the amount of open space in new residential developments that develop under current zoning that allows minimum lot sizes of 1.5 acres.

Primary Future Land Uses

- Agricultural/forestry uses
- Very low-density detached single-family residential uses
- Civic benefit uses such as places of worship and parks
- Greenways and trails

Implementation Strategies (see Chapter 3)

- SED 1.4, SED 1.6
- DP 1.1, DP 1.3, DP 2.1, DP 2.2, DP 3.2
- RC 2.7, RC 3.1, RC 3.2, RC 3.3, RC 3.4, RC 3.5, RC 4.1

DESIGN PRINCIPLES

Density/Intensity

- Very low density
- A range of agricultural activities, including more intensive uses than other areas in the County
- Deep building setbacks with green space on large lots
- Residential subdivision design should set aside a high percentage of open space

Greenspace

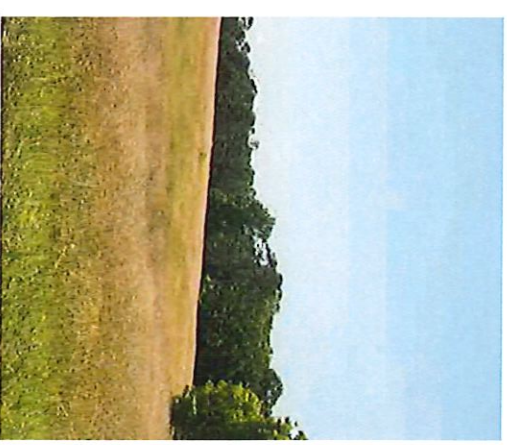
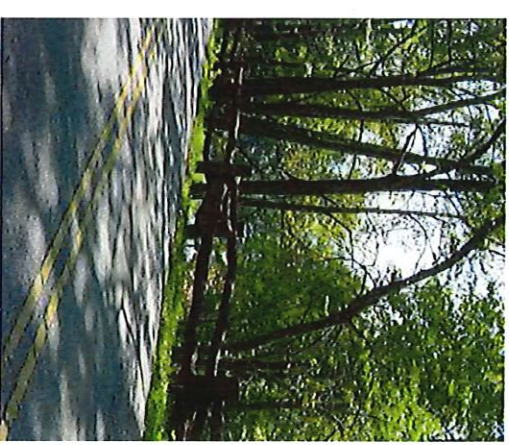
- Natural landscape
- Preserve agricultural land

Transportation

- Low to moderate pedestrian connectivity with greenway and trails
- Rural, two-lane roads

Infrastructure

- No public sewer
- Limited public water availability



Note: Images are for example purposes only and may not be located in unincorporated Hall County.



AGENDA ITEM

Emergency Management

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 223/2023

SUBJECT: Approve the Facility Use Agreement between the American Red Cross and Hall County for the purpose of providing disaster relief sheltering services at the North Hall, East Hall, and Mulberry Creek Community Centers, subject to review and approval by County Attorney.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: ZB

Recommendation:
Approve.

Purpose of Request:

Approve the Facility Use Agreement between the American Red Cross and Hall County for the purpose of providing disaster relief sheltering services at the North Hall, East Hall, and Mulberry Creek Community Centers, subject to review and approval by County Attorney.

History:

The American Red Cross has operated shelters within Hall County for many years however, none of them are in county facilities. Development of options that include county facilities began in 2022 with space surveys and assessments of three community centers to be utilized as shelters as needed during times of disaster.

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
--------	---------	--------	---------

Submit	Approve	Budget	Finance
ZB	ZB	EW	WG
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

American Red Cross Facility Use Agreement



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 223/2023

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: ZB

Phone: 470-201-0795



Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	Hall County Georgia
Address	Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA 30504
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Hall County Emergency Management 24-hour Duty Officer Desk 770-536-3132
Address for Official Notices (only if different from above address)	PO Box 9007730 Gainesville, GA 30501

Red Cross:

Chapter Name	American Red Cross of NE Georgia
Chapter Address	675 White Sulphur Road, Gainesville, GA 30501
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Mike Riemann 770-532-8453 office 678-725-6526 cell
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility's:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.		
North Hall Community Center 4175 Nopone Rd Gainesville, GA 30506	East Hall Community Center 3911 P Davidson Rd Gainesville, GA 30507	Mulberry Creek Community Center 4491 J M Turk RD Flowery Branch, GA 30542

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		MJR
Storage of supplies		—
Parking of vehicles		—
Disaster Shelter		MJR

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.



Facility Use Agreement

7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.
8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
9. **Reimbursement:** Subject to the conditions in paragraph 9(e) below, the Red Cross will reimburse the Owner for the following:
- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
 - b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
 - c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		MTJ
Gas		MTJ
Electricity		MTJ
Waste Disposal		MTJ

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.



**American
Red Cross**

Facility Use Agreement

10. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.
11. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
12. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Owner (Legal Name)

By (Signature)

Name (Printed)

Title

Date


The American National Red Cross
(Legal Name)

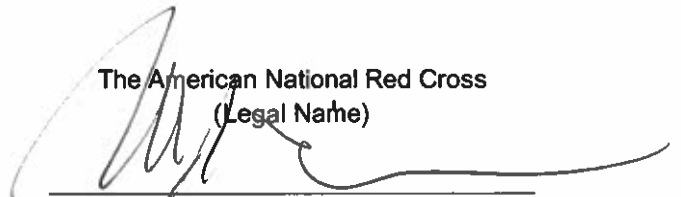
By (Signature)

Name (Printed)

Title

Date


APPROVED AS TO FORM
William J. Linkous, III
Deputy County Attorney


Michael J. Remain
Disaster Preparedness Mgr ^{DRA1}
2/13/2023



AGENDA ITEM

Financial Services

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 232/2023

SUBJECT: Approve the renewal of the annual contract for RFQ #43-007 Demand Services for On-Call Electrical Contractors for various County departments to Capital City Electrical Services, LLC of Norcross, GA, and DeHart & Hill Electric, Inc. of Cumming, GA. The estimated annual cost is \$78,774.00.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: WG

Recommendation:

Approve the renewal as both vendors are in good standing with the County.

Purpose of Request:

To renew the vendor pool of qualified electrical contractors to provide electrical installation services on an as-required basis.

History:

To expedite the completion of minor construction projects, Hall County has implemented the use of Demand Services pools of qualified on-call contractors for various services, including this pool for electrical contractors. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

Facts and Issues:

This is year two (2) of a possible five (5) year contract. Both vendors have previously held contracts with Hall County and are in good standing.

Options:

Funding Requested

\$ 78,774.00

Are funds within current budget?

Yes

Source of Funds

Various

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
JD	JD	AP	EW
Finance	Attorney	Administration	Clerk
WG	WLI	CR	JR

Attachments:

Financial Supplement

Signature Request and Contract - Capital City Electrical Service

Signature Request and Contract - DeHart & Hill Electric



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 232/2023

Funds Requested: \$ 78,774.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	TBD	TBD	4483 - BUILDING MAINTENANCE	\$78,774.00

Budget Transfer Items:

Additional Information/Comments:

Requisitions will be entered for funding approval from the appropriate funding sources on an individual project basis.

Contact for Questions: BN

Phone: 770-531-6800



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wes Geddings

Date: 05/03//2023

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 43-007-1

Bid/Contract Name: Demand Services for On-Call Electrical Contractors

Department(s) Requesting Contract: Multiple

Award Recipient Name: Capital City Electrical Services, LLC

Date of BOC Approval: 09/22/2022

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: \$78,774.00

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract Awarded Amount: OPEN

☐ Product Contract Awarded Amount: \$0

Comments: Year two (2) of a possible three (3) year contract.

**CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 43-007

Bid/Contract Name: Demand Services for On-Call Electrical Contractors – No price increases requested for FY24. Capital City Electrical, LLC is one (1) of two (2) vendors in the vendor pool.

State of Georgia
County of Hall

Contract #43-007-1

Supplement Agreement #1

Demand Services for On-Call Electrical Contractors

April 25, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2023, in accordance with the terms and conditions of Bid #43-007, Demand Services On-Call Electrical Contractors, dated July 1, 2022 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2023,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this 2 day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

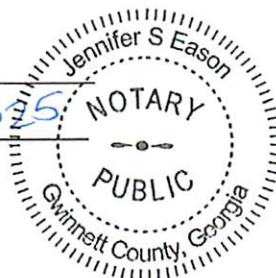
By: _____
Richard Higgins, Chairman
Board of Commissioners

Subscribed and sworn to in our
presence this 25 day of
April, 2023

Capital City Electrical Services, LLC

Jennifer S Eason
Notary Public

Commission expires: 4/3/2025



By: J Slick
J Slick
Sales Manager



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wes Geddings

Date: 05/03//2023

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 43-007-1

Bid/Contract Name: Demand Services for On-Call Electrical Contractors

Department(s) Requesting Contract: Multiple

Award Recipient Name: DeHart & Hill Electric, Inc.

Date of BOC Approval: 09/22/2022

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: \$78,774.00

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract Awarded Amount: OPEN

☐ Product Contract Awarded Amount: \$0

Comments: Year two (2) of a possible three (3) year contract.

**CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 43-007

Bid/Contract Name: Demand Services for On-Call Electrical Contractors – No price increases requested for FY24. DeHart & Hill Electric, Inc. is one (1) of two (2) vendors in the vendor pool.

State of Georgia
County of Hall

Contract #43-007-1

Supplement Agreement #1

Demand Services for On-Call Electrical Contractors

March 28, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2023, in accordance with the terms and conditions of Bid #43-007, Demand Services On-Call Electrical Contractors, dated July 1, 2022, and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins, Chairman
Board of Commissioners

Subscribed and sworn to in our
presence this 26th day of
April, 2023

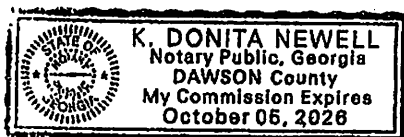
DeHart and Hill Electric, Inc.

K. Donita Newell

Notary Public
Commission expires: 10-5-26

By: Shawn J. Hill

Shawn J. Hill
Owner





AGENDA ITEM

Financial Services

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 243/2023

SUBJECT: Approve the renewal of the annual contract for IFB #023-42 Waste-Refuse Collection Services for various County departments to Waste Pro of GA, Inc. of Athens, GA. The estimated annual cost is \$165,760.00.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: WG

Recommendation:

Approve the renewal of IFB #023-42 Waste-Refuse Collection Services Annual Contract for various departments to Waste Pro of GA, Inc. as they are a vendor in good standing with the County.

Purpose of Request:

Approve the renewal of IFB #023-42 Waste-Refuse Collection Services Annual Contract for various departments to Waste Pro of GA, Inc.

History:

This is year two (2) of a three (3) year contract.

Facts and Issues:

Approve the renewal of IFB #023-42 Waste-Refuse Collection Services Annual Contract for various departments to Waste Pro of GA, Inc. The vendor has requested a 9% increase in the rates across the board due to disposal increases that exceed 21%.

Options:

Funding Requested

\$ 165,760.00

Are funds within current budget?

Yes

Source of Funds

Various

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
JD	TS	AP	EW
Finance	Attorney	Administration	Clerk
WG	WLI	CR	JR

Attachments:

Financial Supplement
Signature Request & Contact - Waste Pro



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 243/2023

Funds Requested: \$ 165,760.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	TBD	TBD	4708 - OPERATING SERVICES	\$165,760.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WG

Phone: 770-718-5724



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR

Wes Geddings

Date: 05/03/2023

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 023-42-1

Bid/Contract Name: Waste-Refuse Collection Services Annual Contract

Department(s) Requesting Contract: Multiple

Award Recipient Name: Waste Pro of GA., Inc.

Date of BOC Approval: 10/14/2021

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: \$152,763.00

☒ Price Increase Requested Increase Percentage: 9%

☒ Project/Service Contract Awarded Amount: OPEN

☐ Product Contract Awarded Amount: \$0

Comments: Year two (2) of a possible three (3) year contract.

cc: Contract File

State of Georgia
County of Hall

Contract #023-42-1

Supplement Agreement #1

Waste – Refuse Collection Services Annual Contract

March 28, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #023-42, Waste – Refuse Collection Services Annual Contract, dated August 27, 2021 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this 14 day of
APRIL, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

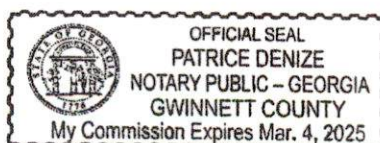
By: _____
Richard Higgins, Chairman
Board of Commissioners

Subscribed and sworn to in our
presence this 14 day of
APRIL, 2023

Notary Public
Commission expires: 03/04/2025

Waste Pro of GA., Inc.

By: [Signature]
Bob Wolk
Director of Government Relations



Contract #023-42-1

Waste – Refuse Collection Services Annual Contract

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

Waste pro requests a 9% increase in the rates across the board due to disposal site increases that exceeded 21%.

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IFB 023-42 Waste-Refuse Collection Services Annual C			Waste Pro of GA Athens, GA		PROPOSED 9% FY 2024 PRICING	
ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE	WEEKLY PRICE	MONTHLY PRICE
1	Hall County Government Center 2875 Browns Bridge Road Gainesville, GA 30504	Five weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$210.00	\$909.30	\$228.90	\$954.77
2	Courthouse Annex Building 116 Spring Street Gainesville, GA 30501	Five weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$210.00	\$909.30	\$228.90	\$954.77
3	County Probation Services 2318 Browns Bridge Road Gainesville, GA 30504	Two weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$84.00	\$363.72	\$91.56	\$381.90
4	New Probation Office 2314 Murphy Blvd Gainesville, GA 30504	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
5	HCG Family Health Center 2434 Old Cornelia Hwy Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
6	Building Maintenance 1694 Barber Road Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
7	District II Health Office 1350 Athens Street Gainesville, GA 30501	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40	\$34.34	\$143.22
8	Hall County Library 127 Main Street Gainesville, GA 30501	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40	\$34.34	\$143.22
9	Spout Springs Branch Library 6488 Spouts Springs Rd Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
10	North Hall Community Center 4175 Nopone Road Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
11	Mulberry Creek Community Ctr 4491 J.M Turk Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
12	East Hall Community Ctr 3912 P. Davidson Road Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48

13	Agriculture Center 1855 Calvary Church Road Gainesville, GA 30507	Two weekly pick-ups and vendor furnishing three 8 cu. yd. containers	\$252.00	\$1,091.16	\$274.68	\$1,145.72
14	River Forks Park 3500 Keith Bridge Road Gainesville, GA 30504	Two weekly pick-ups and vendor furnishing two 8 cu. yd. containers	\$168.00	\$727.44	\$183.12	\$763.81
15	Allen Creek Soccer Complex 2500 Allen Creek Rd Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
16	Cherokee Bluffs 5867 Blackjack Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
17	Spout Springs Water Reclamation 6818 Spout Springs Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86	4.5.78	\$190.95
18	Hall County Animal Shelter 1688 Barber Road Gainesville, GA 30507	Three weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$126.00	\$545.58	\$137.34	\$572.86
19	Sheriff's Office - LEC 2859 Browns Bridge Road Gainesville GA 30504 <i>Accessed via: 2912 Florence Drive</i>	Twice weekly pick-up and vendor furnishing one 8 cu. yd. container	\$84.00	\$363.72	\$91.65	\$381.91
20	Hall County Sheriff Quartermaster 1680 Barber Road Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40	\$34.34	\$143.22
21	Sheriff's Dept Training Center 2684 Allen Creek Rd Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40	\$34.34	\$143.22
22	Hall County Sheriff South Precinct 7345 Cody Drive Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
23	Hall County Jail 1700 Barber Road Gainesville, GA 30507	Five weekly pick-ups and vendor furnishing three 8 cu. yd. containers	\$630.00	\$2,727.90	\$686.70	\$2,864.30
24	Correctional Institution 1698 Barber Road Gainesville, GA 30507	Two weekly pick-ups and vendor furnishing three 8 cu. yd. containers	\$252.00	\$1,091.16	\$274.68	\$1,146.18
25	Emergency Operation Center 470 Crescent Drive Gainesville, GA 30501	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
	Fire Station - Maintenance Shop	One weekly pick-up and				

26	2801 Allen Creek Rd Gainesville, GA 30507	vendor furnishing two 8 cu. yd. container	\$84.00	\$363.72	\$91.56	\$381.91
27	Fire Station #1 2460 Athens Hwy Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
28	Fire Station #2 6012 Hulsey Rd Clermont, GA 30527	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
29	Fire Station #3 4660 Ledan Extension Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
30	Fire Station #4 2940 McEver Road Gainesville, GA 30504	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
31	Fire Station #5 4187 Falcon Parkway Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
32	Fire Station #9 5050 Poplar Springs Road Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
33	Fire Station #10 5608 Hwy 52 Gillsville, GA 30543	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
34	Fire Station #11 5626 Bark Camp Dr Murraysville, GA 30564	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
35	Fire Station #12 4890 Winder Hwy Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
36	Fire Station #13 2709 Sardis Rd Gainesville, GA 30503	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
37	Fire Station #14 7065 Dove Point Lane Hoschton, GA 30548	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
38	Fire Station #15 4219 Autry Spur Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
39	Fire Station #16 4209 Shirley Rd Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95

40	Extra Containers: Solid Waste at location if found to be necessary	One weekly pick-up of 8 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
41	Extra Containers: Recyclable Car at any location if found to be necessary	One weekly pick-up of 8 cu. yd. container	\$56.00	\$242.48	\$61.04	\$254.98
			MONTHLY TOTAL	\$12,730.22	FY24 Monthly Total	\$13,813.17
			ANNUAL TOTAL	\$152,762.64	FY24 Annual Total	\$165,758.04

RECOMMENDED AWARD:



AGENDA ITEM

Fire Rescue

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 248/2023

SUBJECT: Approve the renewal of the annual contract for IFB #023-43 for Fire & EMS Uniform Supply for Fire Rescue to S.T.A.R. Apparel & Plastics, Inc. of Oakwood, GA and North America Fire Equipment Co. of Decatur, AL. The estimated annual cost is \$536,900.00.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: CCA

Recommendation:
S.T.A.R. Apparel, Oakwood, GA and NAFECO, Decatur, AL

Purpose of Request:

To approve the renewal of IFB #023-43 for Fire & EMS Uniform Supply Annual Contract for Fire Rescue and EMS to S.T.A.R. Apparel, Oakwood, GA, and NAFECO, Decatur, AL. The estimated annual cost is \$536,900.

History:

This is year two (2) of a three (3) year bid. Both vendors are in good standing within the County.

Facts and Issues:

We have used both vendors prior to the bid in FY 2023. They always work well with the County and service the contract very well.

Options:

Funding Requested

\$ 536,900.00

Are funds within current budget?

Yes

Source of Funds

Fire / Emergency Services

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

No

Is there a deadline for this item?

Approvals:

submit	approve	Purchasing	Budget
CA	CA	AP	EW
Finance	Attorney	Administration	Clerk
WG	WLI	CR	JR

Attachments:

Financial Supplement

Signature Request & Contract - STAR Apparel and NAFECO

NAFECO contract

S.T.A.R. Apparel and Plastics, Inc. contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 248/2023

Funds Requested: \$ 536,900.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Fire / Emergency Services

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	003 - FIRE	127 - FIRE DEPARTMENT	4225 - UNIFORMS	\$407,000.00
2024	009 - EMERGENCY SERVICES	1124 - E.M.S. - SVS DIST	4225 - UNIFORMS	\$99,900.00
2024	003 - FIRE	128 - FIRE TRAINING CENTER	4225 - UNIFORMS	\$30,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CCA

Phone: 470-623-7129



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 5/3/2023

To: Wesley Geddings, Financial Services Director

From: Debra Howington, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: IFB #023-43-1

Bid/Contract Name: Fire & EMS Uniform Supply Annual Contract

Department(s) Requesting Contract: Fire Rescue & EMS

Award Recipient Name: S.T.A.R. Apparel & Plastics, Inc. and NAFECO

Date of BOC Approval: N/A

Contract Description: Uniforms for Fire Rescue and EMS

☒ Annual Contract ☐ New ☐ Renewal

Prior Year's Spend: \$268,480.00

☒ Price Increase Requested Percentage Increase: Average 10.79

☐ Project/Service Contract Awarded Amount: Click here to enter text.

☒ Commodity Contract Awarded Amount: OPEN

Comments: This is year two (2) of a three (3) year contract.
S.T.A.R. is asking for a 10.79% increase on 18 items out of 44 items.
NAFECO has no price increase.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Attachment A

S.T.A.R.

March 28, 2023

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

#61 Tri-Mountain - out of Business - Substitute
Game # 811 & #8020-D Same price as Trimtn.

#66 Nomex shirt 30-58(XS-3X) \$175⁰⁰
60-66 (4X-6X) \$230⁰⁰

#67 Nomex Polo XS-~~3~~XT \$129⁰⁰
4X-~~5X~~ \$159⁰⁰

#68 Nomex XS-3X \$205⁰⁰
4X-5X \$265⁰⁰

#69 Nomex uniform shirt XS-3X \$175⁰⁰
4X-5X \$230⁰⁰

#70 Nomex uniform shirt XS-3XL \$205⁰⁰
4X-5X \$265⁰⁰

#71 Nomex Pant 28-50 1/2 \$195⁰⁰

#72 " " 28-50/38-40 \$255⁰⁰

#73 " "

#74 Shorts 25-50 \$205⁰⁰
52-60 \$265⁰⁰

66	Nomex Uniform Shirt - Workrite # 720NX45 38-50 52-54
67	Nomex Polo Shirt, Workrite #263TK-67-NB, XS-3XT 4XT-5XT
68	Nomex Uniform Shirt, Workrite #705NX-45-NV, l/s in navy XS-3X 4X-5X
69	Nomex Uniform Shirt, Workrite #701NMX-45-NV, s/s in navy XS-3X 4X-5X
70	Nomex Uniform Shirt, Workrite #706NX-45-NV, l/s in navy XS-3X 4X-5X
71	Nomex Uniform Pant, Workrite #400-NX-75 Industrial or #402-NX-75 in navy List prices for sizes: 28-42 List prices for oversizes: 44-56
72	Nomex Uniform Pant, Workrite #401-NX-75 in navy List prices for sizes: 2-20 List prices for oversizes: 28-50
73	Nomex Uniform Pant, Workrite #401-NX-75-NV in navy List prices for sizes: 2-20 List prices for oversizes: 28-50
74	Nomex Cargo Shorts, Workrite #425NX-60-NV in navy List prices for sizes: 25-50 List prices for oversizes: 52-60

S.T.A.R. FY23	S.T.A.R. FY24	% of increase
\$155.00	\$175.00	12.90%
\$210.00	\$230.00	9.50%
\$109.00	\$129.00	18.30%
\$139.00	\$159.00	14.40%
\$185.00	\$205.00	10.80%
\$245.00	\$265.00	8.20%
\$155.00	\$175.00	12.90%
\$210.00	\$230.00	9.50%
\$185.00	\$205.00	10.80%
\$245.00	\$265.00	8.20%
\$175.00	\$195.00	11.40%
\$235.00	\$255.00	8.50%
\$175.00	\$195.00	11.40%
\$235.00	\$255.00	8.50%
\$175.00	\$195.00	11.40%
\$235.00	\$255.00	8.50%
\$185.00	\$205.00	10.80%
\$245.00	\$265.00	8.20%

Average 10.79%

Contract #023-43-1

NAFECO

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Supplement Agreement #1

Fire & EMS Uniform Supply Annual Contract

March 28, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #023-43, Fire & EMS Uniform Supply Annual Contract, dated July 1, 2022 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 3rd day of
April, 2023

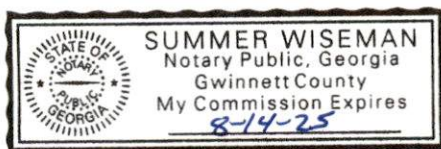
Summer Wiseman

Notary Public
Commission expires: 8-14-2025

NAFECO

By: John Head

John Head
Sales Representative



State of Georgia
County of Hall

Contract #023-43-1

Supplement Agreement #1

Fire & EMS Uniform Supply Annual Contract

March 28, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #023-43, Fire & EMS Uniform Supply Annual Contract, dated July 1, 2022 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

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With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

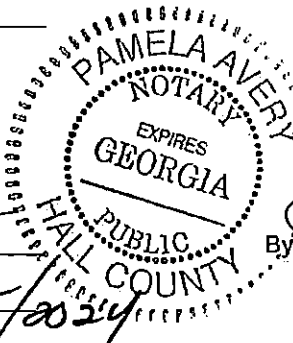
By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Notary Public
Commission expires: _____

S.T.A.R. Apparel & Plastics, Inc.

By: _____
Tracy Stator
President



SUMMATION OF BIDS RECEIVED
023-43 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT
Name of Company

Item # **Description**

Patches

- 1 Fire Service Uniform Patch
- 2 Badge Patch
- 3 Badge Patch
- 4 Georgia Smoke Diver Patch
- 5 Honor Guard Patch
- 6 Embroidered Collar Disc Patch - Captain / Battalion Chief
- 7 Embroidered Collar Disc Patch - Firefighter / Lieutenant
- 8 Embroidered Paramedic Patch
- 9 Embroidered EMT Patch
- 9A Sew-On namestrip
- 9B New Badge Patch
- 9C Challenge Coin size 1.75", round

Badges and Bars

- 10 Firefighter Badge - BLACKINTON # B547
- 11 Lieutenant Badge - BLACKINTON # B1160
- 12 Chief - Captain Badges - BLACKINTON # B1160
- 13 Chief - Captain Badges - BLACKINTON # B1160-2
- 14 Honor Guard Badge - BLACKINTON # B586
- 15 Firefighter Collar Brass Set - BLACKINTON
- 16 Lieutenant Collar Brass Set - BLACKINTON
- 17 Captain Collar Brass Set - BLACKINTON
- 18 Battalion Chief Collar Brass Set - BLACKINTON
- 19 Commander Guard Collar Brass Badge Set - BLACKINTON
- 20 Division Chief - BLACKINTON #A2547/A2907
- 21 Deputy Chief Collar Brass Set - BLACKINTON #A2547/A2906
- 22 Chief Collar Brass Set - BLACKINTON #A2547/A2905
- 23 Lieutenant Hat Badge - BLACKINTON # A2817DE
- 24 Sergeant Cap Badge - BLACKINTON #A6223
- 25 Firefighter Cap Badge - BLACKINTON #A698
- 26 Captain Hat Badge - BLACKINTON #A6197DE
- 27 Battalion Chief Hat Badge - BLACKINTON A2816DE
- 28 Commander Badge - BLACKINTON #A2816DE
- 29 Division Chief Badge - BLACKINTON #A2853DE
- 30 Deputy Chief Hat Badge - BLACKINTON #A1962DE
- 31 Chief Hat Badge - BLACKINTON #A2815DE
- 32 Honor Guard Hat Badge - BLACKINTON #C12571
- 33 Honor Guard Membership Bar - BLACKINTON #B1942
- 34 Nameplates

Clothing - No exceptions where noted

- 35 Class A Dress Pants - (men) Flying Cross
List prices for sizes: 28-42
List prices for oversizes: 44-58
- 36 Class a Dress Pants - (women) Patriot
List prices for sizes: 6-20
List prices for oversizes: 22-24
- 37 Class A Dress Honor Guard Pants (made to measure)
List prices for sizes: 28-42
- 38 Class A Dress Coat - (men) Flying Cross
List prices for sizes: 34-46
List prices for oversizes: 48-50
List prices for oversizes: 52-54
- 39 Class A Dress Coat - (women) Patriot
List prices for sizes: 6-20
List prices for oversizes: 22-24

NAFECO Clarkston, GA	S.T.A.R. Oakwood, GA	
	FY23	FY24 %
\$3.00	No bid	
\$2.00	No bid	
\$2.00	No bid	
\$3.00	No bid	
\$3.00	No bid	
\$2.00	No bid	
\$2.00	No bid	
\$2.00	No bid	
\$2.00	No bid	
\$3.00	No bid	
\$3.00	No bid	
\$8.00	No bid	
\$86.00	No bid	
\$86.00	No bid	
\$86.00	No bid	
\$86.00	No bid	
\$88.00	No bid	
\$52.00	No bid	
\$52.00	No bid	
\$52.00	No bid	
\$52.00	No bid	
\$74.00	No bid	
\$74.00	No bid	
\$74.00	No bid	
\$74.00	No bid	
\$56.00	No bid	
\$36.00	No bid	
\$36.00	No bid	
\$54.00	No bid	
\$54.00	No bid	
\$54.00	No bid	
\$54.00	No bid	
\$54.00	No bid	
\$50.00	No bid	
\$24.00	No bid	
\$20.00	No bid	
	No bid	
\$104.00		
\$124.00		
	No bid	
\$104.00		
\$124.00		
	No bid	
\$120.00		
	No bid	
\$325.00		
\$350.00		
\$375.00		
	No bid	
\$325.00		
\$350.00		

SUMMATION OF BIDS RECEIVED
023-43 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT
Name of Company

Item # **Description**

- 40 Class A Dress Honor Guard Coat
List prices for sizes: 38-46
- 41 Class A Dress Honor Guard Top Coat
List prices for sizes: 38-46
List prices for oversizes: 48-50
- 42 Honor Guard Shoulder Cord, 1", 20", 22" adj.
- 43 Class A Dress Hat
XS -2 XL
- 44 Class A Honor Guard Hat
XS -2 XL
Chiefs Hat with Flame Visor
- 45 Class A Dress Shoe - Bates 941 High Gloss Military Uniform Oxford
List prices for men sizes: 4-15 (half sizes 6-12)
List prices for women sizes: 5-10 - (half sizes 5 1/2 - 9 1/2)
- 46 Dress Belt
28-42
44-54
- 47 Honor Guard Parade Belt
Even sizes 24-60
- 48 Ties
4-in-Hand
List prices for men sizes: 18, 20, 22
List prices women sizes: 14-16
- 49 Long Sleeve White Shirt - Flying Cross #45W6600 men / # 102W6600 ladies
List prices for men neck sizes: 14-17.5
List prices for men neck sizes: 18.5-20
List prices for women bust sizes: 30-44
List prices for women bust sizes: 46-48
- 50 Short Sleeve White Shirt - Flying Cross #95R6600 men / #152R6600 women
List prices for men - S - XL
List prices for men 2XL - 4XL
List prices for women bust sizes: 30-44
List prices for women bust sizes: 46-48
- 51 Long Sleeve Black Shirt - Flying Cross #47W6610 men / # 104W6610 ladies
List prices for men neck sizes: 14-17.5
List prices for men neck sizes: 18.5-20
List prices for women bust sizes: 30-44
List prices for women bust sizes: 46-48
- 52 Short Sleeve Black Shirt - Flying Cross #97R6610 men / #154R6610 women
List prices for men - S - XL
List prices for men 2XL - 4XL
List prices for women bust sizes: 30-44
List prices for women bust sizes: 46-48
- 53 Staff Non-Pleated Black Pant - Flying Cross 3900
List prices for sizes: 28-42
List prices for oversizes: 44-52
List price for women sizes: 2-20 even sizes

NAFECO Clarkston, GA	S.T.A.R. Oakwood, GA FY23	S.T.A.R. FY24	%
\$450.00	No bid		
\$230.00 \$250.00	No bid		
\$28.00	No bid		
\$75.00	No bid		
\$110.00 \$150.00	No bid		
\$110.00 \$110.00	No bid		
\$24.00 \$26.00	No bid		
\$98.00	No bid		
\$6.50 \$6.50	No bid		
\$62.00 \$75.00 \$62.00 \$72.00	No bid		
\$54.00 \$54.00 \$58.00 \$54.00	No bid		
\$62.00 \$72.00 \$62.00 \$2.00	No bid		
\$62.00 \$72.00 \$62.00 \$72.00	No bid		
\$40.00 \$45.00 \$40.00	No bid		

SUMMATION OF BIDS RECEIVED
023-43 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT
Name of Company

Item #	Description	NAFECO	S.T.A.R.	S.T.A.R.	
		Clarkston, GA	Oakwood, GA	FY24	%
		FY23			
54	Physical Training shirts, NEXT LEVEL, s/s, Beefy T-shirt				
	S - XL	\$15.00	\$8.50		
	2XL - 4XL	\$17.00	\$12.50		
55	Physical Training Shorts - Champro # Boss 9				
	List prices for sizes: Small - XLarge	No bid	\$10.65		
	List prices for sizes: 2XL - 3XL	No bid	\$12.15		
56	Physical Training Pants - Champro #1550				
	List prices for sizes: Small - XLarge	\$30.00	\$11.95		
	List prices for sizes: 2XL - 3XL	\$32.00	\$13.95		
57	Sweatshirt Crewneck - Jerzees Style #562 Navy & Grey				
	List prices for sizes: Small - XLarge	\$28.00	\$14.50		
	List prices for sizes: 2XL - 3XL	\$30.00	\$16.50		
58	Cap - Embroidered - Navy Blue	\$16.50	\$17.50		
59	Flex-Fit Cap - Embroidered in Navy Blue				
	Red / Silver: SM/Med: LG/XL	\$18.50	\$15.95		
	Red / Gold: SM/Med: LG/XL	\$18.50	\$15.95		
60	Fleece Beanie Hat in Navy Blue	\$9.00	\$8.50		
61	Job Shirt - Tri-Mountain # 647 Alarm and # 644 React in Navy Blue				
	# 647 sizes: Small - 4X Large				
	Small - XL	\$62.00	\$65.00		
	2XL - 4XL	\$64.00	\$75.00		
	Large Tall 4XL	\$64.00	\$80.00		
62	Boots - Bates #2066 - men's 7 - 12	No bid	No bid		
63	Boots - Bates # 2261	No bid	No bid		
	men's medium - 6-12, 13, 14, 15, 16				
	men's extra wide - 7-12, 13, 14				
64	Boots - USBBK, Redback Only	No bid	No bid		
	List men full sizes: 4-15				
	List men half sizes: 5.5-12.5				
	List men wide width sizes: 15-16				
65	Shoes - #834-633 Men's Oxford Black and #534-6333 Women's Oxford Black		No bid		
	List prices for men sizes: 7-12	\$160.00			
	List price for men size: 13	\$160.00			
	List price for men size: 14	\$160.00			
	List price for men size: 15	\$160.00			
	List prices for women sizes: 7-12	\$160.00			
	List price for women size: 13	\$160.00			
	List price for women size: 14	\$160.00			
	List price for women size: 15	\$160.00			
66	Nomex Uniform Shirt - Workrite # 720NX45 Short Sleeve in Midnight Blue				
	38-50	\$124.00	\$155.00	\$175.00	12.90%
	52-54	\$138.00	\$210.00	\$230.00	9.50%
67	Nomex Polo Shirt, Workrite #263TK-67-NB, s/s, in navy				
	XS-3XT	\$94.00	\$109.00	\$129.00	18.30%
	4XT-5XT	\$100.00	\$139.00	\$159.00	14.40%
68	Nomex Uniform Shirt, Workrite #705NX-45-NV, l/s in navy				

SUMMATION OF BIDS RECEIVED
023-43 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT
Name of Company

<u>Item #</u>	<u>Description</u>
	XS-3X
	4X-5X
69	Nomex Uniform Shirt, Workrite #701NMX-45-NV, s/s in navy
	XS-3X
	4X-5X
70	Nomex Uniform Shirt, Workrite #706NX-45-NV, l/s in navy
	XS-3X
	4X-5X
71	Nomex Uniform Pant, Workrite #400-NX-75 Industrial or #402-NX-75 in navy
	List prices for sizes: 28-42
	List prices for oversizes: 44-56
72	Nomex Uniform Pant, Workrite #401-NX-75 in navy
	List prices for sizes: 2-20
	List prices for oversizes: 28-50
73	Nomex Uniform Pant, Workrite #401-NX-75-NV in navy
	List prices for sizes: 2-20
	List prices for oversizes: 28-50
74	Nomex Cargo Shorts, Workrite #425NX-60-NV in navy
	List prices for sizes: 25-50
	List prices for oversizes: 52-60
75	Rescue Belt, Rescue Tech #703306, w/"V" ring
	Standard size
	Over Size
76	Firefighter Turnout Gear Bag, FIREARTH20-N-107-WH
77	Staff Short Sleeve Tactical Polo Shirt - Propper F534172
	List price for men sizes: XS-XL
	List price for men size: 2XL - 6XL
78	Staff Long Sleeve Tactical Polo Shirt - Propper F5315
	List price for men sizes: XS-XL
	List price for men size: 2XL - 6XL
79	Staff Short Sleeve Tactical Polo Shirt - UFX K5100
	List price for men sizes: S-XL
	List price for men size: 2XL - 4XL

NAFECO Clarkston, GA	S.T.A.R. Oakwood, GA FY23	S.T.A.R. FY24	%
\$136.00	\$185.00	\$205.00	10.80%
\$146.00	\$245.00	\$265.00	8.20%
\$124.00	\$155.00	\$175.00	12.90%
\$138.00	\$210.00	\$230.00	9.50%
\$136.00	\$185.00	\$205.00	10.80%
\$146.00	\$245.00	\$265.00	8.20%
\$136.00	\$175.00	\$195.00	11.40%
\$146.00	\$235.00	\$255.00	8.50%
\$136.00	\$175.00	\$195.00	11.40%
\$146.00	\$235.00	\$255.00	8.50%
\$120.00	\$185.00	\$205.00	10.80%
\$140.00	\$245.00	\$265.00	8.20%
\$36.00	No bid		
\$40.00			
\$78.00	No bid		
\$44.00	No bid		
\$48.00			
\$50.00	No bid		
\$54.00			
\$62.50	\$55.00		
\$75.00	\$65.00		

SUMMATION OF BIDS RECEIVED
023-43 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT
Name of Company

<u>Item #</u>	<u>Description</u>	
80	Tactical Pants - Propper # F52550	30-42 44-54
81	Tactical Pants - Propper #F5252-50 (olive)	30-42 44-54
	<u>Recruit Uniforms</u>	
82	T-Shirt Hanes Beefy in Heather Grey List price for sizes: Small-X Large List price for size: 2XL - 3 XL	
83	BDU Pant - Propper # F5201-38-405 List price for sizes: Small-X Large List price for sizes: 2X Large-3X Large	
84	AV-56121F, Alert vision 5 point breakaway vest List Price for sizes L - 2XL	
85	Sweatshirt Crewneck - Recruit List price for sizes: Small-X Large List price for size: 2XL - 3 XL	
86	Physical Training Shorts _ Recruit List price for sizes: Small-X Large List price for sizes: 2X Large-3X Large	
	Added additional services 8/23/19 per Fire Ser	
88	Hem Pants	
89	Add patch to sleeve	
90	Add collar insignia	
91	Add badge emblem	
92	Add namestrip (if provided)	
93	Add velcro to namestrip	
94	Add 1 gold stripe Add 2 gold stripes Add 3 gold stripes Add 4 gold stripes Add 5 gold stripes	
95	Add 1 Maltese Cross Add 2 Maltese Crosses Add 3 Maltese Crosses Add 4 Maltese Crosses Add 5 Maltese Crosses Add 6 Maltese Crosses Add 7 Maltese Crosses Add 8 Maltese Crosses Add 9 Maltese Crosses Add 10 Maltese Crosses	
96	5.11 Responder Parka - black #48063-019 S-XL	

NAFECO Clarkston, GA	S.T.A.R. Oakwood, GA FY23	S.T.A.R. FY24	%
\$44.00 \$48.00	\$42.00		
	No bid		
\$14.00 \$16.00	\$11.95 \$15.95		
\$32.00 \$34.00	\$35.00 \$35.00		
\$64.00	No bid		
\$28.00 \$30.00	\$14.50 \$19.50		
\$18.00 \$20.00	\$11.95 \$14.95		

SUMMATION OF BIDS RECEIVED
023-43 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT
Name of Company

Item # **Description**

2XL-4XL

97 Thorogood Tactical Oxford black #834-6522
4-15

98 Replace Bates 2066 to 2262
7-15

99 Flexfit Cap with HCFS logo, #6580-NV
S/M, L/XL

100 Richard 112 Cap with HCFS logo #112
one size

ADDITIONAL ITEMS ADDED 12/20/2022
Tecasafe Uniforms

101 Men's pants 28-42 #87200-86
Men's pants 44-56 #87200-86

102 Men's Short Sleeve shirts #8200-86
Navy S-XL

103 Men's Short Sleeve shirts #8200-86
Navy 2XL-5XL

104 Men's Long Sleeve shirts #8220-86
Navy S-XL

105 Men's Long Sleeve shirts #8220-86
Navy 2XL-5XL

106 Women's Pants #82700W-86
Size 2-26

107 Women's Short Sleeve Shirt #8200W-86
Navy Size 30-52

108 Women's Long Sleeve Shirt #8220W-86
Navy Size 30-50

NAFECO Clarkston, GA	S.T.A.R. Oakwood, GA FY23	S.T.A.R. FY24	%

\$114.00
\$125.00
\$96.00
\$105.00
\$98.00
\$108.00
\$114.00
\$96.00
\$98.00

Supplement Agreement #1

Fire & EMS Uniform Supply Annual Contract

March 28, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #023-43, Fire & EMS Uniform Supply Annual Contract, dated July 1, 2022 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 3rd day of
April, 2023

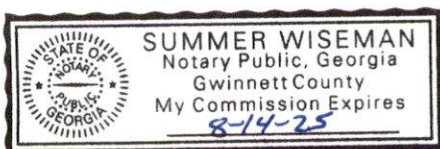
Summer Wiseman

Notary Public
Commission expires: 8-14-2025

NAFECO

By: John Head

John Head
Sales Representative



State of Georgia
County of Hall

Contract #023-43-1

Supplement Agreement #1

Fire & EMS Uniform Supply Annual Contract

March 28, 2023

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Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Notary Public
Commission expires: _____

S.T.A.R. Apparel & Plastics, Inc.

By: _____
Tracy Stator
President





AGENDA ITEM

Fire Rescue

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 240/2023

SUBJECT: Approve the award of IFB #054-43 Concrete Repair Services at Fire Stations 5, 8, 12 and 13 for Fire Rescue to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$70,145.12.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: CA

Recommendation:
Approve

Purpose of Request:

The Department has identified Fire Station #5, Fire Station #8, Fire Station #12, and Fire Station #13 for concrete repair.

History:

The recommendation is the result of a competitive IFB #054-43 for Concrete Repair Services at Four (4) different fire stations in Hall County, GA. Three (3) bids were received and The Chattahoochee Group, Inc., was the lowest responsible and responsive bidder.

Facts and Issues:

Options:

Station 13 apparatus bay floor consists of an area approximately 58' long by 18' wide that will need to be removed and replaced. The current apparatus bay concrete depth is approximately 8 inches in depth. The demolition debris will need to be removed from the site by the contractor using the front concrete apparatus exit drive. This will prevent damage to our asphalt driveway. Fire Rescue will have all equipment out of the bay for the contractor prior to work beginning.

Note: after the contractor finishes their daily work the fire apparatus will park on the unaffected side. Allowable work times are from 0730 to 1600 Monday thru Saturday. The contractor shall include adding GAB if the depth is less than 4" once old materials are removed.

Installation of rebar on a 2' center shall be installed and drilled and pinned to existing slabs. The concrete shall be poured back with 8" of 5000 psi concrete that will allow an approximately 40,000 lb fire apparatus to use in 24 hours. The pour back will need to be level with the existing slabs and slope outside to match the current slabs finish. The slab finish shall match the current bay floor finish. Saw cuts shall be cut once the concrete will allow to help prevent uncontrolled cracks. The contractor will need to protect the painted walls from the splash created by laying concrete.

Station 13 also needs a small cutout of damaged concrete repair on the other side of the bay floor using the same 5000 psi concrete.

Station 5 front driving pad needs the concrete cut out and installation of a 4" trench drain that will hold up to apparatus weighing up to 80,000 lbs. The current front pad slab is most likely 8 inches in depth. The job will consist of demo and removal of all debris and installation of a 4" trench drain tied to an existing stormwater runoff drain. Pouring 5000 psi concrete to tie back to existing concrete slap and finish to match the current surface. This drain and concrete length is approximately 75 feet. Fire Rescue prefers using concrete that will allow fire apparatus to drive over in 24 hours.

Station 12 needs a 6' by 6' area of the bay floor repaired. This shall consist of demo and removal of all debris and adding rebar in a 2' by 2' grid pinning to the existing slab. The concrete shall be 5000 psi and allow a fire truck of up to 40,000 lbs to drive over in 24 hours.

Station 8 needs an approximately 20' by 7' area in front of the apparatus bay on the front apron repaired. This shall consist of demo and removal of all debris and adding rebar in a 2' by 2' grid and pinning to the existing slab. The concrete shall be 5000 psi and allow a fire truck of up to 40,000 lbs to drive over in 24 hours.

Funding Requested

\$ 70,145.12

Are funds within current budget?

Yes

Source of Funds

Capital Projects

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2023-05-15

Approvals:

Buyer	submit	approve	Purchasing
AP	JS	CA	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR

Clerk
JR

- Attachments:**
- Financial Supplement
 - Contract
 - Bid Tabulation Summary
 - Notice of Intent to Award



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 240/2023

Funds Requested: \$ 70,145.12

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	005 - CAPITAL PROJECTS	527 - FIRE DIST CAPITAL PROJECT	6003 - IMPROVEMENTS	\$70,145.12

Budget Transfer Items:

Additional Information/Comments:

Enterprise ERP coding: 350-3520-541300

Contact for Questions: BM

Phone:

678-343-0636



Hall County Government

FINANCIAL SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #054-43

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

For the provision of

CONCRETE REPAIR SERVICES

At four (4) different fire stations in Hall County, Georgia

ARTICLE #101 - INTRODUCTION

This Contract for Concrete Repair Services at four (4) different, operational fire stations in Hall County, (hereinafter "Services") as entered into on _____, and with an Effective Date of _____, is by and between; Hall County, Georgia (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Chattahoochee Group, Inc. (hereinafter "Contractor"), located at 220 Carter St. Clermont, GA 30257. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

Whereas, the parties do mutually desire to enter into this Contract to document the provision of Services or other valuable consideration by the Contractor to the County in exchange for payment as compensation.

This Contract is the result of the competitively bid IFB #054-43, the Contractor's bid response, the Scope of Work, Exhibits, Attachments, and references are all incorporated herein by reference. Therefore, in consideration of the terms, conditions, and mutual promises contained herein, expressed by a valid offer and acceptance, the receipt and sufficiency of which both parties hereby acknowledge, the parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the IFB #054-43 and the bidder's response, and for Locations shown on Attachment #001 – Locations and Photos for reference.

- B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C – Mandatory Cost Proposal Worksheet, as incorporated herein by reference, for the lump-sum cost (including P&P Bonds as required) shown below:

Line	Lump-Sum
Fire Station #5	\$ 32,871.86
Fire Station #8	\$ 4,995.48
Fire Station #12	\$ 2,685.13
Fire Station #13	\$ 24,592.65

Total Cost: \$ 65,145.12

Mobilization per
each location

\$ 1,250.00

Contractor is to invoice the County after substantial completion of each Fire Station in arrears. County will pay Contractor for each Fire Station Concrete Repair Service one-at-a-time after inspection and acceptance of work.

- C. Price Escalation Clause. Reserved

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Kevin Ivey
Facilities Operations

Gainesville, GA
kivey@hallcounty.org

COUNTY ISSUING OFFICER

Andy Penick
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

CONTRACTOR'S CONTACT INFO

Jacob Gailey
COO

REMIT-TO ADDRESS

Chattahoochee Group, Inc.	Same
220 Carter St.	Same
Clermont, GA 30257	Same
jwgailey@chatgroupinc.com	Same
Phone (678) 936-8298	Same

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #105 – CONTRACT TERM:

Until substantial and final completion of each Fire Station according to the time-schedule and all sub-contractor(s) and material suppliers liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

- A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a

subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

Definition: The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.'

- B. Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

Either party may terminate this Contract by providing thirty (30) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section four (4) above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work

properly performed in compliance with the terms of the Contract up to the date of termination.

- A. **Termination for Convenience.** Following thirty (30) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 - 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 - 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 - 5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
 - 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor.

If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

- F. Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and

accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. **The Contractor's Termination Duties.** Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

- A. Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A.** The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other

document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

- a. \$500,000 Bodily Injury by Accident Each Accident
- b. \$500,000 Bodily Injury by Disease Each Disease
- c. \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- a. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

- a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation

Crime Insurance (Not Applicable): Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- a. \$1,000,000 Employee Dishonesty
- b. \$1,000,000 Funds Transfer Fraud
- c. \$100,000 Money & Securities

- d. \$1,000,000 Computer Crime
- e. \$100,000 Social Engineering or its equivalent

Cyber Insurance (Not applicable): Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 Annual Aggregate
- c. \$1,000,000 Business Interruption
- d. \$1,000,000 Data Recovery
- e. \$500,000 Cyber Extortion Expenses
- f. \$50,000 Cyber Extortion/Ransom Payments

Additional Provisions: (Not applicable): Coverage shall include at a minimum:

- a. Information Security & Privacy Liability
- b. Regulatory Fines and Penalties
- c. Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
- d. Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

Terrorism (Not Applicable): Required for specific contracts.

- a. All contracts involving access or use of any water, gas, electric utilities shall require third parties to have TRIA and third party liability limits of at least \$5,000,000
- b. All special events that are highly visible, politically sensitive, or have more than 1,000 attendees should require at least \$1,000,000 of terrorism liability for any event sponsors

Aviation Liability (Not Applicable): Required for all Drones/UAV (Unmanned Aerial Vehicles), general aviation contracts, and Fixed base operators (FBO)

- a. \$5,000,000 Each Occurrence
- b. \$1,000,000 Automobile Liability
- c. \$1,000,000 Pollution Liability (Fixed Base Operations Only)

Additional Provisions:

Coverage should include owned, hired, and non-owned aircraft/aviation

Sexual Abuse & Molestation Liability (Not Applicable): Required for all contracts and services involving youths, children, special needs, or senior citizens

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

Builders Risk: (Not Applicable): Recommended for most new construction projects

- a. With any construction project, Hall County should consider purchasing Builders Risk Coverage on a direct basis or have the contractor provide the coverage for projects under \$5,000,000 in value.
- b. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS & MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

- 1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.

2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

The Contractor must furnish to the County both a Performance and Payment Bond, both equal to one-hundred percent (100%) of the Contract's total initial award dollar amount. The County will only issue a Notice-to-Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

ARTICLE #124

The County will retain (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and

Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are-herein-incorporated into this contract by reference.

EXHIBIT C - Mandatory Cost Proposal

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to

be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.

11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.

32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

COMPANY'S FULL LEGAL NAME

HALL COUNTY, GEORGIA

By: Megans Thomas

Title: CFO

Print Name: Megan Thomas

By: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Attestment: _____
County Clerk

Sworn to and subscribed before me this

3 Day of May, 2023

Notary Public: Tamara Norsworthy

Notary Commission Expires: 6/2/26

[Locus Sigilli – Seal or Stamp]



Sworn to and subscribed before me this

_____ Day of _____, 2023

Notary Public: _____

Notary commission expires: _____

[Locus Sigilli – Seal or Stamp]

APPROVED AS TO FORM:

William Linkous III, County Attorney, or
designee

IFB #054-43 CONCRETE REPAIR SERVICES BID
TABULATAION SUMMARY

BIDDER	BID
Chattahoochee Group*	\$ 70,145.12
Ryals Bros.	\$ 90,787.00
Multiplex	\$ 195,758.00

*Chattahoochee's Bid includes mobilization cost of \$1,250 per each x four (4) fire stations (\$65,145 + \$5,000 = \$70,145.12)



Hall County Government
FINANCIAL SERVICES

NOTICE OF INTENT TO AWARD

May 2, 2023

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

IFB #054-43

For the provision of:

CONCRETE REPAIR SERVICES

At four (4) different fire stations in Hall County, Georgia

Hall County, Georgia, hereby gives notice of its Intent to Award Contract #054-43 to Chattahoochee Group, Inc. located at 220 Carter St. Clermont, GA 30257 as the lowest cost responsible and responsive bidder for the not-to-exceed amount of seventy thousand one-hundred forty-five dollars and 12/100 cents (\$70,145.12), including all required bonds and insurance, for concrete repair services for

<u>Line</u>	<u>Lump Sum</u>
Fire Station #5	\$ 32,871.86
Fire Station #8	\$ 4,995.48
Fire Station #12	\$ 2,685.13
Fire Station #13	\$ 24,592.65
Total Cost:	\$ 65,145.12

Plus, mobilization per each location \$1,250.00 (x4)

Andy Penick

Andy Penick
Purchasing Manager
Hall County, Georgia
www.hallcounty.org
apenick@hallcounty.org



AGENDA ITEM

Fire Rescue

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 234/2023

SUBJECT: Approve the Master Subscription and License Agreement for a new Record Management System (RMS) for Fire Rescue with EPR Systems USA, Inc. of Jacksonville, FL in the amount of \$74,195.00, subject to review by the County Attorney.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: CCA

Recommendation: Approve

Purpose of Request:

To have a Record Management System (RMS) for both Fire and EMS reporting with a new contractor that offers an effective and efficient way to enter required data with a clean and customizable layout that is intuitive for users to navigate. Following an eight (8) month evaluation of seven (7) different programs, a committee of twenty-one (21) members identified EPR Systems USA Inc. FireWorks, as the best fit for Hall County Fire Rescue.

History:

To Provide Fire and Electronic Pre-hospital Patient Care Reporting, Cloud-based service, National Emergency Medical Services Information System (NEMSIS) V3.4.0 and V3.5.0 Compliant with a current validation score of 96 or higher. Export to Georgia Emergency Medical Services Information System (GEMSIS), National Emergency Medical Services Information System (NEMSIS), National Fire Information Reporting System (NFIRS), and Emergency Medical Service billing. Have a current interface with the current CAD system, current staffing software, Health Data Exchange, and medical devices. Meet the department's needs for overall functionality.

Facts and Issues:

MIS has reviewed this form and software and has not found any issues. Software is exempt from the competitive bidding process.

Options:

Funding Requested

\$ 74,195.00

Are funds within current budget?

Yes

Source of Funds

Capital Projects

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2023-05-15

Approvals:

Buyer	submit	approve	Purchasing
AP	CA	CA	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement

Agreement

3 Year Pricing Breakdown



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 234/2023

Funds Requested: \$ 74,195.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	005 - CAPITAL PROJECTS	524 - E.M.S.	6008 - COMPUTERS/SOFTWARE	\$37,097.50
2023	005 - CAPITAL PROJECTS	527 - FIRE DIST CAPITAL PROJECT	6008 - COMPUTERS/SOFTWARE	\$37,097.50

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CG

Phone: 770-297-3377

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

THIS AGREEMENT is hereby made and entered into this 1st day of July, 2023, by and between Hall County, Georgia (hereinafter referred to as County) and EPR Systems USA, Inc., a Florida corporation, (hereinafter referred to as "EPR" or "Vendor").

WHEREAS, EPR is engaged in the business of designing and developing computer software systems and related products and has created and developed a software package called EPR FireWorks that is capable of supplying emergency agencies with an innovative, comprehensive, and integrated records management solution; and

WHEREAS, County is engaged in providing Fire and emergency rescue services and desires to utilize such Software to support the management of its agency; and

WHEREAS, EPR and County believe it is in their mutual interest and desire to enter into an agreement whereby County would use EPR's Software pursuant to the terms and conditions hereinafter provided.

The above recitals are hereby incorporated and made a part of this Agreement as if fully recited hereby.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

Section 1 - Purchase

Hounty shall subscribe to, and EPR shall provide the subscription items described by Attachment A, attached hereto, and made a part hereof.

Section 2 – Terms

This Agreement shall be subject to the terms and conditions contained herein and as provided by Exhibit A, attached hereto and made a part hereof. The annual cost to County for the initial year 1 of this Agreement is \$60,595.00 for subscription services plus additional one-time costs of \$13,600.00 for data conversion and training as outlined in Exhibit A. for a total of \$74,195.00.

2.1 Uplift on Renewal. Fees for Software, which recur annually, shall increase by 3%

Section 3 – Definitions

3.1 In this Agreement, unless the context otherwise requires:

- a) "Acceptance" means the acceptance of the Deliverables in accordance with Section entitled Inspection of the Deliverables of this Agreement.

- b) “Confidential Information” means those confidential, scientific, technical, financial, business and other information, manufacturing, marketing, sales and distribution data, scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans and drawings recognized as exempt or immune from disclosure pursuant to applicable federal or Georgia law;
- c) “Contract Price” means the amounts referred to or expressed in this Agreement, and specifically in the payment schedule attached as Attachment “A” to this Agreement, to be payable by County to EPR for the Deliverables.
- d) “EPR FireWorks” means the computer software, converted data, system interfaces, databases and documentation that are to be supplied by EPR and implemented by County, including the Deliverables to be provided by EPR to County all as contemplated hereunder, as the same may be upgraded, enhanced, or otherwise modified or adapted from time to time.
- e) “Deliverables” means the whole of the services including, without limitation, system set-up, data conversion, training, maintenance, and software programs required to be done, furnished or performed by EPR in accordance with the terms of this Agreement.
- f) “SaaS” means software-as-a-service that EPR hosts (directly or indirectly) for Customer’s use on a periodic subscription basis.
- f) “Improvements” means any improvements, updates, variations, modifications, alterations, additions, error corrections, enhancements, functional changes or other changes to the licensed computer programs and documentation, including, without limitation:
 - (i) improvements and upgrades to improve software efficiency and maintainability.
 - (ii) improvements and upgrades to improve operational integrity and efficiency.
 - (iii) functional improvements or changes which support legislated, regulatory or other lawful requirements.
 - (iv) changes or modifications to correct errors; and
 - (v) additional licensed computer programs to otherwise update the licensed computer programs.
- g) “Live Production” means use of EPR FireWorks system in the regular business operation of County, which shall be twenty-four (24) hours per day, seven (7) days per week.
- h) “Maintenance Access Period”, unless otherwise specified in the Agreement, means an uninterrupted time period of hours each day beginning Sunday from 2:00 AM – 2

PM, and weekdays Monday to Friday, between 8:00 a.m. and 5:00 p.m. EST, during which EPR shall have personnel available to receive/respond to email and/or telephone support for maintenance services including remote connect in accordance with this Agreement;

- j) "Response Time" means the period of time beginning with a *bona fide* attempt to reach EPR by telephone, or other oral means, or email written means has been made by County during a Maintenance Access Period, and ending with the response of EPR;
- k) "Time to Repair" means that portion of the time that EPR FireWorks system cannot be used because of error, defect, deficiency, failure, problem or non-conformance to functional specifications, starting from the response of EPR and ending with the turnover of the Deliverables to County in proper working order.

"Unapproved Modifications" means modifications to the licensed computer programs not approved by EPR but made by County or on its behalf by someone other than EPR.

Section 4 – Representations

4.1 EPR represents and warrants, and it is a condition of this Agreement, that:

- (a) EPR is a corporation duly organized and existing in good standing under the laws of Florida and registered to carry on business as may be contemplated hereunder.
- (b) EPR has the ability and authority to enter into this Agreement, and the execution and performance of this Agreement or any part of this Agreement by EPR has been duly authorized by all requisite corporate action.
- (c) The execution and performance of this Agreement or any part of this Agreement by EPR does not and will not violate any contract or other obligation of EPR, and EPR knows of no circumstances which would prevent EPR's performance of this Agreement or any part thereof.
- (d) EPR is competent to perform its obligations hereunder, and has sufficient manpower, resources, skills, experience, and all such other materials as may be required to meet its obligations on or before the required date(s).
- (e) EPR has the necessary qualifications (including knowledge, experience, and skill) to provide the Deliverables, and will provide the Deliverable in a diligent, professional and timely manner; and
- (f) The representations and warranties made by EPR herein, including the recitals and all schedules hereto (in particular, in EPR's Proposal), are reasonable and correct, and may be relied upon by County and shall continue to be reasonable and correct, and may be relied upon by County throughout the performance of this Agreement.

Section 5 – Grant of Subscription

5.1 Grant of Subscription: SaaS. For SaaS, during the term Customer may access and use the SaaS

and Reporting Services, with the access and volume limitations set forth on the applicable Addendum, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

Section 6- Data

7.1 Ownership of Data. As between EPR and County, all CountyData shall be owned by County.

Section 7 – Term

6.1 6.1 This Agreement shall have an initial one-year term with four (4) one-year renewal options which will not automatically renew but may be renewed by mutual agreement unless a cancellation notice is received 60 days in advance.

Section 8 – Trademarks and Proprietary Notices

7.1 EPR expressly reserves all rights to its own tradenames, logos, trademarks, other identifying symbols and all of its proprietary rights in its product packaging or labeling of any licensed computer programs. County shall not acquire any right, title or interest in or to any such tradename, logo, trade-mark, or other identifying symbols of EPR.

7.2 Notwithstanding anything to the contrary provided for herein, County shall retain exclusive ownership of all County generated and/or supplied data. In no event shall such County related data or information be used by EPR without the prior written consent of the County.

Section 9 – Payment

8.1 County shall pay EPR in accordance with the Payment Schedule described in Attachment "A" to this Agreement within thirty (30) days of County receipt of invoice. All fees are inclusive of all freight, shipping and applicable taxes.

8.2 County shall notify EPR, within thirty (30) days of receipt of an invoice, of any inadequacy of the invoice or of the supporting documentation, and where any such notice is given within that period, the date for payment of the amount invoiced shall be postponed until EPR remedies the inadequacy to the satisfaction of County, at no additional cost to County. Payment will be made by County within thirty (30) days of receipt of the invoice issued by EPR.

Section 10 – Confidentiality

9.1 EPR shall be bound by an obligation of strict confidence to County in respect of any confidential information disclosed by or on behalf of County to EPR or developed by EPR for County. EPR shall not:

- (a) Disclose, either directly or indirectly, any such confidential information, or any part thereof, to any person except as is specifically contemplated in this Agreement; and
- (b) Use any such confidential information, or any part thereof, for any purpose, except as is specifically contemplated within this Agreement, without the prior written consent of County and on terms and conditions satisfactory to County in its sole discretion.
- (c) Notwithstanding anything to the contrary herein, good faith compliance with the

provisions of The State of Georgia Freedom of Information Act shall not be construed as and shall not constitute a breach of this Agreement.

Section 11 - Law/Venue

10.1 This Agreement is subject to and governed by the laws of the State of Georgia. EPR hereby consents to the jurisdiction of the State of Georgia for the enforcement of any rights, the resolution of any disputes and/or for the purposes of any lawsuit brought pursuant to this Agreement or the subject matter hereof; and EPR agrees that service by first class U.S. mail to EPR Systems USA, Inc., 1016 Lasalle Street, Jacksonville, FL 32207 shall constitute effective service.

Section 12 – Notice

12.1 Unless otherwise specified herein or otherwise agreed to by the parties in writing, any notice required to be given hereunder must be given in writing and delivered by postage-paid mail, personally, by prepaid courier with a copy delivered by electronic means, addressed to the appropriate party as follows:

Hall County, Georgia d/b/a Hall County Board of Commissioners.
Christie Grice, Division Chief of EMS/PIO, Hall County Fire Rescue
Cgrice@hallcounty.org
P.O. Drawer 1435
Gainesville, GA. 30503

VENDOR address:
EPR Systems USA Inc.
1016 Lasalle Street
Jacksonville, FL 32207
jjacobson@eprsys.com

12.2 All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth above. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail with a copy by e-mail, five days after proper deposit in a mailbox.

13 No Modification

There shall be no modification of this Agreement, except in writing and executed with the same formalities as the original.

14 **Interest.** EPR hereby waives any and all claims or rights to interest on money claimed to be due pursuant to this Agreement, and waives any and all such rights to interest to which it may otherwise be entitled pursuant to law, including, but not limited to, pursuant to the Local Government Prompt Payment Act, as amended. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

15 **Severability.** The terms of this Agreement shall be severable. In the event any of the terms or the provisions of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

16 Compliance with Law. Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement, EPR shall comply with all applicable federal, state, and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, EPR hereby certifies, represents, and warrants to the SGF that all of EPR's employees and/or agents who will be providing products and/or services with respect to this Agreement shall be legally authorized to work in the United States. EPR shall also, at its expense, secure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this Agreement. County shall have the right to audit any records in the possession or control of EPR to determine EPR's compliance with the provisions of this section. In the event County proceeds with such an audit, EPR shall make available to County EPR's relevant records at no cost to County. County shall pay any and all costs associated with any such audit.

17 Execution. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. For the purposes of executing this Agreement, any signed copy of this Agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this Agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e- mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this Agreement shall be re- executed by the parties in an original form. No party to this Agreement shall raise the use of fax machine or e- mail as a defense to this Agreement and shall forever waive such defense.

18 Conflict. In the event of any conflict between the terms and provisions of this purchase Agreement and Exhibit A and Exhibit B hereto, the terms and provisions of this purchase Agreement shall supersede and control.

19 Limitation of Damages. In no event shall County be liable for any monetary damages in excess of the purchase price contemplated by this Agreement. In no event shall County be liable for any consequential, special or punitive damages, or any damages resulting from loss of profit.

20 Transfer of Title/Risk. Transfer of title, and risk of loss shall pass to County upon delivery of any goods. All transportation and delivery shall be at EPR's sole expense.

21 Indemnification. To the fullest extent permitted by law, EPR agrees to and shall indemnify, defend and hold harmless County, its officers, employees, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or any and all other relief or liability arising out of or resulting from or through or alleged to arise out of any acts or negligent acts or omissions of EPR or EPR's officers, employees, agents or subcontractors in the performance of this Agreement, including but not limited to, all goods delivered or services or work performed hereunder. In the event of any action against County, its officers, employees, agents, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of HCFR's choosing.

22 Relationship Between the Parties. This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.

23 Waiver. Neither party hereto shall be responsible for any consequential, indirect, punitive or incidental damages for any reason whatsoever. Any delay or failure to enforce any rights by either party arising out of or pursuant to this Agreement shall not constitute, and shall not be construed as, a waiver of any such rights.

24 Limitation of Actions. EPR shall not be entitled to, and hereby waives, any and all rights that it might have to file suit or bring any cause of action or claim for damages against County and/or its affiliates, officers, employees, agents, attorneys, boards and commissions of any nature whatsoever and in whatsoever forum after two (2) years from the date of this Agreement.

25 No Other Agreements. This Agreement is the only agreement between the parties hereto regarding the subject matter hereof. There are no other agreements, either oral, written or implied, between the parties hereto regarding the subject matter hereof. This Agreement may only be altered or modified by written instrument signed by both parties.

26 Appropriation of Funds. The obligations of the County under any contract for any fiscal year are subject to and contingent upon the appropriation of funds sufficient to discharge the obligations which accrue in that fiscal year and authorization to spend such funds for the purposes of the contract.

If, for any fiscal year the term of the Contract, sufficient funds for the discharge of the County's obligations under this Agreement are not appropriated and authorized, then this Agreement shall terminate as of the last day of the preceding fiscal year, or when such appropriated and authorized funds are exhausted, whichever is later, without liability to County for damages, penalties, or other charges on account of such termination.

The person signing this Agreement certifies that s/he has been authorized by County to commit HCFR contractually and has been authorized to execute this Agreement on its behalf.

The person signing this Agreement on behalf of EPR certifies that s/he has been authorized by EPR to commit EPR contractually and has been authorized to execute this Agreement on its behalf.

27 HIPPA Compliance. The Business Associate Agreement between EPR and County, attached hereto as Exhibit B, is made part of this Agreement.

28 System Backup. The parties agree and acknowledge that all EPR FireWorks system data shall be housed in the secure Amazon Web Services cloud environment, with security, back up and disaster recovery built in.

29 Local Data Backup. EPR shall provide County with an MS SQL database for local backup purposes on a schedule to be agreed upon, but not more than once a month.

30 Data Conversion. County agrees to provide EPR with a copy of County's database for data conversion purposes, and EPR agrees to destroy such data upon completion of the conversion.

Hall County, Georgia
d/b/a/ Hall County Board of
Commissioners

Name _____

Chairman _____ Date _____

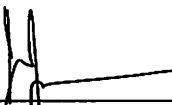
Signature _____

EPR Systems USA:

Name: Jeffrey Jacobson

Director of Business Development May 17, 2023

Title _____ Date _____

Signature  _____

Approved as to form

William Linkous III, County
Attorney

**Exhibit A**

Description	2023	2024	2025
Fire Bundle	\$ 27,353	\$ 28,174	\$ 29,019
Personnel Module	\$ -	\$ -	\$ -
ePCR - ALS	\$ 28,719	\$ 29,581	\$ 30,468
Cardiac Monitor Interface - Zoll	\$ 1,327	\$ 1,367	\$ 1,408
CAD Interface	\$ 3,196	\$ 3,292	\$ 3,391
Interfaces	\$ -	\$ -	\$ -
Training and Implementation - One Time Fee	\$ 5,600	\$ -	\$ -
Data Migration and Conversion - One Time Fee	\$ 8,000	\$ -	\$ -
Annual Cost	\$ 74,195	\$ 62,413	\$ 64,285

Any add on modules will be amended to this contract & invoiced on a prorated basis

EXHIBIT B
HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and EPR Systems ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. Scope. This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.
2. Definitions. For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
3. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
4. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.
7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.
8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.
11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.
12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.
14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.
16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.
18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision. /
19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:

21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside EPR's Software over the public Internet; and

21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to EPR's Software.

22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.

23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic, or facsimile.

EPR Systems USA Inc.

We do *IT* all

1016 Lasalle Street
Jacksonville, FL 32207
Phone: 941-209-4357
Bill To:
Hall County Fire Rescue



DATE: May 1, 2023

May 31, 2023
Prepared by: Jaime Metcalf

Comments or special instructions:

Description	2023	2024	2025
Fire Bundle	\$ 27,353	\$ 28,174	\$ 29,019
Personnel Module	\$ -	\$ -	\$ -
ePCR - ALS	\$ 28,719	\$ 29,581	\$ 30,468
Cardiac Monitor Interface - Zoll	\$ 1,327	\$ 1,367	\$ 1,408
CAD Interface	\$ 3,196	\$ 3,292	\$ 3,391
Interfaces	\$ -	\$ -	\$ -
Training and Implementation - One Time Fee	\$ 5,600	\$ -	\$ -
Data Migration and Conversion - One Time Fee	\$ 8,000	\$ -	\$ -
Annual Cost	\$ 74,195	\$ 62,413	\$ 64,285



AGENDA ITEM

Fire Rescue

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 160/2023

SUBJECT: Approve the sole source contract for Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue to Ten-8 Fire & Safety LLC, of Bradenton, FL; and approval and authorization for the Chairman to execute a lease agreement with Ten-8 Fire & Safety LLC for the leasing of one (1) maintenance bay located at 2801 Allen Creek Road, subject to review and approval by County Attorney. The estimated annual cost is \$951,777.00.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: CA
Recommendation:
Approve

Purpose of Request:

A new contract and lease agreement are required for the continued servicing of the Fire Rescue & EMS Vehicles and Apparatus equipment.

History:

Ten-8 Fire & Safety, LLC. is a vendor in good standing with the County.

Historical spending for last year shows the vehicle maintenance service cost as \$914,778

The departmental maintenance breakdown is: \$567,523 for Fire Rescue and \$384,254 for EMS.

Facts and Issues:

Ten-8 Fire & Safety, LLC is the authorized OEM dealer for Osage Ambulances and Pierce Manufacturing Fire Apparatus and is the sole source for warranty work for these units.

Options:

Funding Requested

\$ 951,777.00

Are funds within current budget?

Yes

Source of Funds

Fire / Emergency Services

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2023-03-20

Approvals:

Buyer	submit	approve	Purchasing
AP	JS	RS	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement

Maintenance & Repair Contract & Bay Lease Agreement

Sole Source Justification Form



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 160/2023

Funds Requested: \$ 951,777.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Fire / Emergency Services

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	003 - FIRE	127 - FIRE DEPARTMENT	4481 - VEHICLE MAINTENANCE	\$567,523.00
2024	009 - EMERGENCY SERVICES	1124 - E.M.S. - SVS DIST	4481 - VEHICLE MAINTENANCE	\$384,254.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CRAFCHCFR

Phone: 470-623-7129



Hall County Government

FINANCIAL SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #058-43

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Fleet Maintenance and Repair Services For Fire Rescue Vehicles and Apparatus Equipment

ARTICLE #101 - INTRODUCTION

This Contract #058-43 for Fleet Maintenance and Repair Services of Fire Rescue Vehicles and Apparatus Equipment, (hereinafter "Services") as entered into on the effective date of **July 1, 2023**, is by and between Hall County, Georgia, (hereinafter "County"), principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Ten-8 Fire & Safety, LLC, of Forsyth, GA (hereinafter "Contractor").

Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

Whereas, the parties do mutually desire to enter into this Contract to document the provision of Services, of other valuable consideration by the Contractor to the County in exchange for payment as compensation.

Whereas, in consideration of the terms, conditions, and mutual promises contained herein, expressed by a valid offer and acceptance, the receipt and sufficiency of which both parties hereby acknowledge, the parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services, to the County as detailed herein for Regular Scheduled Preventative Maintenance and additionally for Unscheduled On-Call Repair Services, either in the designated location(s) or by mobile service, as described herein.
- B. County agrees to provide 24/7 access to the shop located at 2801 Allen Creek Road for the exclusive use of the contractor in the execution of this contract per attached Exhibit B – Lease Agreement. Payment of water services, sewer services, electrical and air services

and all other utilities will be provided by the County. County will maintain the premises, mechanical elements and components of the building in a good state of repair.

- C. **Compensation.** County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit A – Maintenance and Repair Fee Schedule, as incorporated herein by reference, for the vehicles and apparatus' listed on Exhibit C – Hall County Vehicle Fleet List.
- D. **Price Escalation Clause.** At each contract renewal contractor may request escalation up to, but no more than the annual Consumer Price Index (CPI) #CUSR0000SETD: Consumer Price Index for All Urban Consumers: Motor Vehicle Maintenance and Repair in U.S. City Average. There will be no price adjustments during each contract term period. The County does not guarantee price adjustments.

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Bradley Martin
Division Chief of Support Services
Hall County Fire Rescue
470 Crescent Drive
Gainesville, GA 30501
bmartin@hallcounty.org
Ph: (770) 531-6838

COUNTY ISSUING OFFICER

Andy Penick
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

CONTRACTOR'S CONTACT INFO

Chad Lynch
Regional Service Manager, GA
Ten-8 Fire & Safety, LLC
Enter City, State, Zip
clynch@ten8fire.com
Ph: (706) 819-3073

REMIT-TO ADDRESS

Company's FEIN # 59-2812764
2904 59th Avenue Drive East
Bradenton, FL 34203

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #105 – CONTRACT TERM:

1. This is a Multi-Year Term Contract including one (1) initial year and four (4) one-year renewal options for a maximum of five (5) years.

A. Initial Contract Term.

The Term of this Contract shall be from July 1, 2023 and expire on June 30, 2024. County and Contractor, by mutual agreement, may extend Contract up to four (4) additional one-year renewal periods by executed Amendment.

The term will last for Twelve (12) months from the Effective Date, unless terminated by the parties pursuant to *ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE*, thereof.

- B. Contract Renewal.** The County shall have the option to renew the Contract for up to four (4), one (1) year periods. The price, terms, and conditions in effect at the time of each renewal shall remain the same unless the Parties amend the Contract by mutual agreement. Renewal(s) will depend upon the best interests of the County, available funding, and Contractor's performance. The County may execute its renewal options through the issuance of a Contract Renewal Document, with the evidence thereof in writing and signature by both Parties. The County does not accept nor acknowledge automatic renewals and shall have no obligations, payment or otherwise, associated therewith.

- C. Contract Extension.** The County and the Contractor may enter into a Contract Extension term past the renewal period to continue the services if this Contract terminates, or is likely to terminate, prior to the making of a new award for the identified Services. The County may with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the County a continuous supply of the identified Services for up to one (1) calendar year or portions thereof.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. Delay or Impossibility of Performance. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

Definition: The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.'

B. Obligations beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

- C. **Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

Either party may terminate this Contract by providing six (6) months written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section four (4) above, Contractor shall provide the County with all deliverables up to the date of termination with-in six (6) months after the Notice to Terminate issuance. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. **Termination for Convenience.** Following six (6) months written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 2. The County determines that contractor's satisfactory performance of the Contract appears substantially endangered, or that default is likely to occur or imminent.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Reserved.

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of services, or abandons services before completion, the Contractor shall pay the County liquidated damages an amount equal to the six-hundred dollars and no/100 (\$600.00) per day past the promised delivery of service.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

- A. Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and

procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE # 118– INSURANCE REQUIREMENT:

- A. **Insurance Requirements.** The Contractor must maintain and warrant to Hall County insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Hall County, Georgia, as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County, Georgia, its Board of Commissioners, its officers, employees, public servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

- | | | |
|----|-------------------------------------|---------------|
| a. | \$500,000 Bodily Injury by Accident | Each Accident |
| b. | \$500,000 Bodily Injury by Disease | Each Disease |
| c. | \$500,000 Bodily Injury by Disease | Each Employee |

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- | | | |
|----|-------------|---|
| a. | \$2,000,000 | General Aggregate |
| b. | \$2,000,000 | Products & Completed Operations Aggregate |

- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- a. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

- a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation

It shall be the responsibility of the Contractor to require all of its sub-Contractors to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above, and to provide a certificate evidencing that such insurance is in effect upon request. Endorsement must be provided with the insurance certificate.

- B. **Insurance Certificates and General Requirements.** No Contract performance shall occur unless and until the County receives required insurance certificates.

The insurance certificate must reference the Contract number assigned by the County and document that the liability coverage purchased by the Contractor includes contractual liability coverage to insure the indemnity agreement as stated herein.

- C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this section shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.
- D. **Waiver of Subrogation.** There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** This contract covers current, and future, Fire Rescue Vehicles and Apparatuses only. County gives contractor permission to operate such in the performance of services.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Payments will be made monthly in arrears to the Contractor after acceptance of

the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Blanket Purchase Order to the Contractor for services billed monthly. The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor. Acceptance of the Purchase Order for Services is tantamount to acceptance of all Terms and Conditions attached hereto.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Services or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an Amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

- 1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and

accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit A – Fee Schedule

2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

- D. Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

- E. Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – NOT REQUIRED FOR THIS CONTRACT

ARTICLE #124 – NOT REQUIRED FOR THIS CONTRACT

ARTICLE #125 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract and are-herein-incorporated into this contract by reference.

Exhibit A – Maintenance and Repair Fee Schedule

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. This includes Replacement and Repair Parts. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

Contractor hereby agrees to indemnify, hold free and harmless, Hall County Government, Hall County Commissioners, its agents, public servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) because of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE #134 – MONTHLY DISCOUNT

The parties agree that the amounts billed by the Contractor to the County, and the amounts to be paid by the County herein, shall be reduced in the amount of minus one-thousand dollars and no/a00 (-\$1,000.00) per month provided that the parties fully execute and perform under a lease which is in substantially the same form as the lease document attached hereto as Exhibit B, and which relates to a certain bay workshop facility. Should the said lease terminate for any reason, the County will no longer receive the price reduction described herein, and the amount of the price reduction shall be prorated if the lease should terminate during the course of a month.

ARTICLE # 135 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.

10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.

31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]



IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

TEN-8 FIRE & SAFETY, LLC

HALL COUNTY, GEORGIA

By: [Signature]

By: _____

Title: Chief Operating Officer

Richard Higgins, Chairman
Hall County Board of Commissioners

Print Name: Richard Higgins

Attestment: _____

County Clerk

Date: _____

Sworn to and subscribed before me this

APPROVED AS TO FORM:

10th Day of May, 2023

Notary Public: Angela Evans

William Linkous III, County Attorney

Notary commission expires: June 29, 2025

[Locus Sigilli – Seal or Stamp]



Exhibit A

Maintenance and Repair Fee Schedule

Hall County Fire Rescue Vehicles and Apparatus Equipment

July 1, 2023 – June 30, 2024

1. Scheduled Preventative Maintenance

Parties hereby agree to Scheduled Preventative Maintenance (PM) services at the annual cost of two-hundred nineteen thousand dollars and no/100 (\$219,000.00), billed monthly at eighteen-thousand two-hundred fifty dollars and no/100 (\$18,250.00) for the initial term. Schedule maintenance is defined as planned and routine. County reserves the right to add additional vehicles and equipment services via an Amendment to the number of labor hours per annum, in the event the County adds new vehicles and apparatus' to the fleet.

2. Unscheduled Services

- A. County requires Contractor to provide estimates for unscheduled, unplanned, emergency type maintenance and repair services, based upon Contractor's previous experience, for County approval before services may be rendered with the exceptions notated below:
 - 1. **Medical Unit Vehicle Repairs.** Contractor may render services for repairs without prior County authorization if the estimated repair cost is below three-thousand dollars and no/100 (\$3,000.00) at the rate shown in 2.B.
 - 2. **Fire Apparatus Repairs.** Contractor may render services for repair without prior County authorization if the estimated repair cost is below five-thousand dollars and no/100 (\$5,000.00) per each.
- B. Repair cost per hour for 2023-2024 is one-hundred and thirty dollars and no/100 (\$130.00).
- C. Contractor is to provide a detailed breakdown of parts used on every unit at the time of each service.
- D. All parts are to be new and OEM produced unless County approves of other after-market items. Used parts and remanufactured parts are unacceptable.

3. Petroleum Based Fluids, Liquids and Parts

Due to the fluctuating market cost of oil, lubricants and similar items, replaceable normal-ware parts and unexpected repair parts, Contractor shall bill at MSRP list prices minus a standard ten-percent (10%) discount applied to the work order, plus freight if needed. Contractor must provide detailed receipts and/or work orders when requested by County.

4. Pricing Summary

Firm and fixed scheduled PM labor cost is two-hundred nineteen thousand dollars and no/100 (\$219,000.00) billed monthly at eighteen-thousand two-hundred fifty dollars and no/100 (\$18,250.00).

5. Purchase Order

County will issued one (1) blanket Purchase Order for the year, which shall serve as a Notice-to-Proceed. Contractor must list the PO# on all invoices. The PO# will remain constant throughout each term. County may issue Change Orders against the original PO for unscheduled maintenance and repairs.

6. Sublet Invoices

Contractor may add five-percent (5%) to sublet invoices to cover administrative cost

7. Mobile Services

The labor fee is one-hundred thirty dollars and no/100 (\$130.00) per hour, including drive time to and from the vehicle.

8. On-Call Emergency Services

Additional on-call "emergency" charges, after normal work hours of Monday – Friday, 7:30am – 4:00pm, is one-hundred and sixty-five dollars and no/100 (\$165.00) per hour.

On-call "emergency" charges for weekends and recognized holidays is set at two-hundred twelve dollars and no/100 (\$212.00) per hour.

9. Courtesy Services

Contractor agrees to the reasonable transfer of County owned vehicles to-and-from OEM dealers (see Exhibit C – Hall County Vehicle Fleet List) for warranty service work at no additional cost to the County. In the event that the failure rate frequency of County owned vehicles becomes excessive which forces Contractor to employ drivers to complete the transfers, then a nominal fee will be charged to the invoice(s) as a separate line item to cover the driver cost.

EXHIBIT C

HALL COUNTY FIRE RESUCE AND EMS VEHICLE FLEET LIST (as of May 1, 2023)

Type	Unit Number	Year	Make	Model
Aerial	Truck 100 (7096)	2017	Pierce	Enforcer {30167-1}
Aerial	Truck 16 (022504)	2020	Pierce	Enforcer
Aerial	Truck 5 (014899)	2015	Pierce	Velocity {27500}
Amb	Med 01	2017	Dodge	Ram 4500 (j2481)
Amb	Med 02 {15323}	2022	Osage	Warrior
Amb	Med 04 (0030)	2021	Ford	F-550
Amb	Med 05 (HME2341)	2020	Braun	Freightliner M2106
Amb	Med 06 (329837)	2016	Dodge	4500
Amb	Med 07 (10031)	2021	Ford	F-550
Amb	Med 08 (10028)	2021	Ford	F-550
Amb	Med 09 (9838)	2016	Dodge	4500
Amb	Med 10 {625982}	2017	Dodge	Ram 4500
Amb	Med 11 {15324}	2022	Ford / Osage	F-550 / Super Warrior
Amb	Med 12 {07401}	2022	Ford / Osage	F-550 / Super Warrior
Amb	Med 13 {10029}	2022	Ford	F-550
Amb	Med 14 (HME2342)	2020	Braun	Freightliner
Amb	Med 16 (10032)	2021	Ford	F-550
Amb	Med 21 {07400}	2022	Ford / Osage	F-550 / Super Warrior
Amb	Med 22 {636849}	2017	Dodge	Ram 4500
Amb	Med 25 (5983)	2017	Dodge	Ram 4500
Amb	Med 26 {636848}	2017	Dodge	Ram 4500
Amb	Med 27 (9839)	2016	Dodge	4500
Amb	Med 28 (5976) Ram	2017	Dodge	Ram 4500 (j2442)
Amb	Med 29 {36847}	2017	Dodge	Ram 4500
Amb	Med 30 (4655)	2015	Freightliner	M2
Amb	Med Training 1 {29836} J2353	2016	Dodge	4500
Amb	Med Training 2 (F5395)	2013	Freightliner	M2-106
Amb	OLD Med 11 (572708)	2017	Dodge	Ram 4500
Eng	Engine 01 (022524)	2020	Pierce	Enforcer
Eng	Engine 02 (019146)	2018	Pierce J# 31746-01	Enforcer
Eng	Engine 03 (Z19213)	2001	HME/Rosenbauer	HME-1871/Detroit
Eng	Engine 04 (022525)	2020	Pierce	Enforcer
Eng	Engine 05 (022526)	2020	Pierce	Enforcer

Eng	Engine 06 (21021)	2007	HME/Rosenbauer	HME - 1871/Detroit
Eng	Engine 07 (0991)	2019	Pierce	Enforcer {33648}
Eng	Engine 08 (022527)	2020	Pierce	Enforcer
Eng	Engine 09 (9147-4)	2018	Pierce	Enforcer {31746-2}
Eng	Engine 10 (070769)	2009	Spartan/Rosenbauer	MS1500Cummins
Eng	Engine 11 (M10748)	2014	Rosenbauer	Commander/Cummins
Eng	Engine 12 (022528)	2020	Pierce	Enforcer
Eng	Engine 13 (022529)	2020	Pierce	Enforcer
Eng	Engine 14 (022530)	2020	Pierce	Enforcer
Eng	Engine 15 (Z19579)	2001	HME/Rosenbauer	HME - 1871/Detroit
Eng	Engine 16 (022531)	2020	Pierce	Enforcer
Eng	Engine 101 (Z20614)	2005	HME/Rosenbauer	HME-1871/Detroit
Eng	Engine 102 (Z20294)	2004	HME/Rosenbauer	HME-1871/Detroit
Eng	Engine 103 (Z19545)	2001	HME/Rosenbauer	HME - 1871/Detroit
Eng	Engine 104 (Z21020)	2007	HME/Rosenbauer	MS1500/Detroit
Eng	Engine 105 (Z20039)	2003	HME/Rosenbauer	HME 1871/Detroit
Eng	New Engine 1 (25170)	2022	Pierce	Enforcer
Eng	New Engine 4 (25171)	2022	Pierce	Enforcer
Eng	New Engine 5 (25172)	2022	Pierce	Enforcer
Eng	New Engine 7 (25173)	2022	Pierce	Enforcer
Eng	New Engine 8 (25174)	2022	Pierce	Enforcer
Eng	New Engine 9 (25175)	2022	Pierce	Enforcer
Eng	New Engine 12 (25176)	2022	Pierce	Enforcer
Eng	New Engine 14 (25177)	2022	Pierce	Enforcer
Spec	HazMat 01 (1477)	2003	Freightliner	
Spec	Reserve Squad (6257)	1997	Freightliner	FL80
Spec	Squad 7 (9386)	2018	Pierce	Enforcer
Spec	Tender 15 (104398)	2016	International	7400
Pass	B Davis (306703) Tahoe	2012	Chevy	Tahoe LS 4x4
Pass	B King (253617) Tahoe	2016	Chevrolet	Tahoe
Pass	B Ogletree (A15877) Explorer	2018	Ford	Explorer Interceptor SUV
Pass	B Sanders (47383) Explorer	2019	Ford	Explorer
Pass	Battalion 1 (D80489) F150	2020	Ford	F150
Pass	Battalion 2 (D80487) F150	2020	Ford	F150
Pass	Battalion 3 (D80488) F150	2020	Ford	F150
Pass	C Henderson (D57882) Ranger	2021	Ford	Ranger 4WD, 2.3L

Pass	Training (F31549) Expedition	2014	Ford	Expedition 4X4
Pass	Chief Armstrong (68170) F150	2021	Ford	F150
Pass	Chief Boggs (68167) F150	2021	Ford	F150
Pass	Chief Cash (68169) F150	2021	Ford	F-150 Police Responder
Pass	Chief Grice (3521) F150	2022	Ford	F-150 4x4 3.5L
Pass	Chief Martin (3523) F150	2022	Ford	F-150 4x4 3.5L
Pass	Chief Wilson-Britt (68168) F150	2021	Ford	F150
Pass	Chief Woodward (3522) F150	2022	Ford	F-150 4x4 3.5L
Pass	EMS Spare (C66502) Explorer	2015	Ford	Explorer
Pass	EMS Supervisor (68171) F150	2021	Ford	F150
Pass	Pick up Truck (041342) Toyota T100	1997	TOYOTA	T100
Pass	FMO Spare (259608) Tahoe	2009	Chevrolet	Tahoe 2WD
Pass	FMO Spare (262927) Tahoe	2008	Chevrolet	Tahoe
Pass	Gold Truck (D84457) F350	2003	FORD	F350 6.8l 4wd
Pass	INV 1 (3519) F150	2022	Ford	F-150 4x4 3.5L
Pass	J Hornick (A47386) Explorer	2019	Ford	Explorer
Pass	J Smith (A47385) Explorer	2019	Ford	Explorer
Pass	J Suggs (B03497) Explorer	2015	Ford	Explorer
Pass	J Tucker (D57911) Ranger	2021	Ford	Ranger 4WD, 2.3L
Pass	K Ledsinger (A47384) Explorer	2019	Ford	Explorer
Pass	Training (223914) Tahoe	2012	Chevrolet	Tahoe
Pass	M Vieira (D57838) Ranger	2021	Ford	Ranger 4WD, 2.3L
Pass	Mail Car (3033) Fusion	2018	Ford	Fusion
Pass	Lift GateTruck (5719) Flat Bed F350	2008	Ford	F350 SD
Pass	QR1 (F31550) Expedition	2014	Ford	Expedition
Pass	QR2 (B91703) Explorer	2015	Ford	Explorer
Pass	R Berry (3520) F150	2022	Ford	F-150 4x4 3.5L
Pass	Training (6538) Tahoe	2012	Chevy	Tahoe LS 4X4
Pass	R Elliott (71361) 250 Van	2020	Ford	Transit 250 Van
Pass	Safety 1 (D80485) F150	2020	Ford	F150
Pass	Spare (A155876) Explorer	2018	Ford	Explorer Interceptor SUV
Pass	Spare (A38381) Explorer	2008	Ford	Explorer
Pass	Spare Batt (D80486) F150	2020	Ford	F150
Pass	Spare EMS (225327) Tahoe	2012	Chevy	Tahoe
Pass	Spare Warehouse (38382) Explorer	2008	Ford	Explorer
Pass	Support Services (A17570) Large 250 Van	2018	Ford	T250 Transit Van

Pass	T Bowden (4558) Tahoe	2008	Chevrolet	Tahoe
Pass	W Gee (64829) Tahoe	2008	Chevrolet	Tahoe

EXHIBIT B

LEASE AGREEMENT

THIS LEASE AGREEMENT, is entered into by and between **Hall County, Georgia** (hereinafter, "**Landlord**" or "**HCFR**") and **Ten-8 Fire & Safety LLC**, a Florida limited liability company (hereinafter, "**Tenant**"), whose address is 2904 59th Avenue Drive East, Bradenton, FL 34203

WHEREAS, Hall County, Georgia owns and operates the facilities located at 2801 Allen Creek Road, Gainesville GA

WHEREAS, Hall County, Georgia permits Ten-8 to perform work on its vehicles in the workshop located at 2801 Allen Creek Road, Gainesville Georgia pursuant to a maintenance contract between the parties.

WHEREAS, the maintenance performed by Ten-8 has resulted in improved reliability of the HCFR fleet, and that improved reliability has generated nine-hundred square feet (900 sq. ft.) in the workshop that is no longer fully utilized in maintaining vehicles under the maintenance contract.

WHEREAS, Ten-8 is willing to lease the above-referenced space in the said workshop (900 sq. ft.) from HCFR to utilize for the maintenance and repair of other municipalities' fire and emergency vehicles and apparatus.

WHEREAS, a mutually beneficial cooperative relationship between Landlord and Tenant will benefit the Landlord by generating a credit for the unused space, and will benefit the Tenant by increasing the working capacity of the facility;

NOW THEREFORE, the Parties agree to enter into this Lease Agreement on terms as set forth herein.

1. **PREMISES**. The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved and contained, to be paid, kept, and performed by the Tenant, has leased and rented and by these presents does lease and rent, unto the Tenant, and said Tenant hereby agrees to lease upon the terms and conditions which hereinafter appear, and take, under the terms expressed in this Lease Agreement, that certain property, consisting of an area of approximately **900** square feet located at **2801 Allen Creek Road** in the County of **Hall**, State of **Georgia**, as depicted in **Appendix A** (hereinafter called "**Premises**").

EXHIBIT B

2. TERM. The Term of this Agreement shall be for the current duration of the current maintenance contract unless sooner terminated or extended in accordance with the terms of this Agreement.

The parties agree that the Date of Occupancy shall be the date on which this document is signed and fully executed, unless extended or sooner terminated as hereinafter provided.

This contract may be terminated by either the Landlord or Tenant with 60 days written notice by either party.

3. TENANT'S USE. Tenant shall use the Premises only as a fire apparatus maintenance shop and related ancillary uses, and for no other use without Landlord's written consent. If the landlord has trucks that are out of service (for requirements listed in the NFPA guidelines) that cannot be remedied in other spaces within the workshop, the tenant shall forgo the use of the leased space until such a time that the repairs are complete. The Tenant further agrees that Tenant will not use said Premises, or permit the same to be used, for any unlawful or obnoxious business or practice.

4. LANDLORD'S OBLIGATIONS. Upon commencement and throughout the Term and any extensions the Landlord shall provide to Tenant:

- a. Exclusive access to, use, and occupancy of the Premises on a 24/7 basis.
- b. Payment of water and water services, sewer services, electrical, air services and all other utilities as applicable, at Landlord's sole expense; and
- c. Permission for the placement and maintenance, at Tenant's expense, of signs of a preapproved design, size and number, identifying and providing direction to the Premises.
- d. Maintenance of the Premises in good repair and condition, including the roof, walls, floors, foundations, and other components of the building in which the Premises are located, and exterior areas (including parking, access, and landscaped areas), the interior of the Premises, all mechanical (heating, ventilation, air conditioning, plumbing, electrical, and fire suppression) elements and components of the building. Subject to the availability and appropriation of funding, Landlord shall make all reasonable repairs and replacements, whether foreseen or unforeseen, and do such other things as may be required to maintain the building and exterior areas in a good and workman-like manner.

EXHIBIT B

5. TENANT'S OBLIGATIONS. Upon commencement and throughout the Term and any extensions the Tenant shall:
 - a. Rent will be calculated at the rate of \$19.04 per square foot per annum, for a total of \$12,000 per annum. (Rent will be offset via credits provided against the current maintenance contract.)
 - b. Keep the interior of the Premises and appurtenances in a clean, safe, and healthy condition (excepting however, all repairs made necessary by reason of the happening of fire or other casualty), and not permit undue accumulations of garbage, trash, rubbish or other refuse within the Premises, all at Tenant's cost.
6. CREDIT & PAYMENT SCHEDULE. Tenant will issue a credit to HCFR in the amount of One Thousand Dollars (\$1,000) with the monthly scheduled maintenance labor invoice; this amount represents one month of the lease agreement rate, for the month preceding payment and will be pro rata accordingly for part months at the beginning and end of lease.
7. SURRENDER. The Tenant shall deliver up and surrender to the Landlord possession of the Premises upon the expiration of this Lease or its termination in any way, in as good condition and repair as the same shall be on the Effective Date (loss by fire, casualty, act of God, ordinary wear and decay, and condemnation excepted) and deliver any keys to the Landlord or Landlord's agent.
8. TRADE FIXTURES. All trade fixtures and equipment owned by the Tenant, and installed or placed by it upon the Premises, shall remain the property of Tenant at all times and may be removed by the Tenant at the expiration of this Lease. Tenant agrees to repair any damage to the Premises occasioned by the installation, moving or removing of such trade fixtures.
9. DAMAGE OR DESTRUCTION BY FIRE, WAR, OR ACTS OF GOD. If the Premises are destroyed or damaged by fire, acts of war, or acts of God (including earthquake), to such an extent that they are rendered untenable in whole or in substantial part, Landlord has the option of rebuilding or repairing the same by giving written notice to the Tenant within thirty (30) days after the occurrence of such damage of its intention to rebuild the Premises or the part so damaged. If Landlord elects to rebuild or repair the Premises and does so without unnecessary delay, Tenant shall be bound by this Lease, except that during such period, commencing on the date of the damage, the rent for the Premises shall be abated in the same proportion that the portion of the Premises rendered unfit for occupancy by Tenant shall bear to the whole of the Premises, or the entire rent shall be abated if Tenant cannot reasonably operate within the Premises due to the nature or location of the

EXHIBIT B

damage. Notwithstanding the foregoing, if restoration is estimated to, or actually does, take more than one hundred twenty (120) days from the date of the damage, Tenant may terminate this Lease via written notice to Landlord at any time prior to restoration of the Premises.

10. ASSIGNMENT. This Lease may not be assigned, sublet or otherwise transferred by the Tenant, directly or indirectly without Landlord's consent, not to be unreasonably withheld, conditioned or delayed. Specifically, but without limitation, the transfer of controlling stock or other controlling beneficial interest in the Tenant without the Landlord's consent shall void this Lease.

11. MECHANIC'S LIEN.

a. If any mechanic's, or other liens, or order for the payment of money, shall be filed against the Premises, or any building or improvements thereon, by reason of change and alteration or addition made or alleged to have been made, by or for, the Tenant, or the cost or expenses thereof, or any contracts relating thereto, the Tenant shall cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of the Tenant, and shall also defend on behalf of the Landlord, at the Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon for the enforcement of such lien, liens or orders, and the Tenant will pay any damage and satisfactorily discharge any judgment entered therein, and save harmless the Landlord from any claim, attorneys' fees, or other losses therefrom.

b. If any mechanic's or other lien, or order for payment of money, shall be filed against the Premises, or on any building or improvements thereof, for any of the reasons provided in this section, and shall not be removed by the Tenant within thirty (30) days after notice given by the Landlord, the Landlord shall have the right to remove same by payment or otherwise, and all sums expended by the Landlord for such removal, including reasonable attorneys' fees, shall be paid by the Tenant unto the Landlord upon demand, and shall be deemed to be additional rent due under this Lease.

12. GOVERNMENT REGULATIONS. Tenant agrees at its own cost and expense, during the term of this Lease, to comply with all orders, rules, regulations and requirements of every kind of nature relating to the Premises, now or hereafter in force and effect, of the federal, state, county, municipal, and other governmental authorities, applicable to the manner of Tenant's use and occupancy thereof, or alterations made by the Tenant, and the Tenant will pay all costs and expenses incidental to such compliance and will indemnify and save

EXHIBIT B

harmless the Landlord free of expense or damage by reason of any notice, violations or penalties filed against or imposed upon the Premises, or against the Landlord as owner thereof, because of the failure of the Tenant to comply with the provisions of this section. Should the Tenant fail to comply with any of the provisions contained in this section, the Landlord may, after ten (10) days' notice to the Tenant, comply therewith, and the reasonable cost and expense of so doing may be paid by the Landlord, or may be charged against the Tenant becoming due upon demand. Tenant agrees to indemnify and save harmless the Landlord from and against any and all judgements, decrees, penalties, cost and expenses, by reason of such non-compliance.

13. INSURANCE AND HOLD HARMLESS.

The Tenant will, during the term of this Lease, indemnify the Landlord and hold it harmless against all claims, demands, and judgments for loss, damage or injury to property or person to the extent resulting or occurring by reason of Tenant's use and occupancy of the Premises. Tenant agrees that, at its own cost and expense, it shall procure and continue in force, in the names of the Landlord (as additional insured) and Tenant, commercial general liability insurance in an insurance company having a Triple-A-Best rating or better against any and all claims for injuries to persons or property occurring in, upon or about the Premises, including all damage from signs, glass, awnings, fixtures or other appurtenances, now or hereafter upon the Premises, during the term of this Lease, such insurance at all times to be in an amount not less than \$2,000,000.00 combined single limit for injury or death, and not less than \$100,000 as to property damage or loss. Such insurance shall be written in the company or companies authorized to engage in the business of general liability insurance in the State of Florida, and there shall be delivered to the Landlord customary certificates evidencing such paid-up insurance, which certificates are to be issued by the insurance companies. Tenant shall cause Landlord to be named as an additional insured on such liability policy.

In addition, the Tenant will, at its own cost and expense, procure and continue in force worker's compensation insurance for all their own persons working at the premises. Lastly, Tenant shall, at its own cost and expense, procure and continue in force a policy of garageman's liability insurance.

In the event Tenant contaminates the groundwater in connection with its use of the Premises, Tenant agrees to hold harmless and indemnify Landlord, and Landlord's successors and assigns from any and all claims, suits, actions, debts, damages, costs, charges and expenses, including attorney's fees, paralegal, legal assistant and similar fees and costs, and against all liability, losses and damages of any nature whatsoever, that Landlord may at any time sustain by reason of any such groundwater contamination.

EXHIBIT B

Throughout the Term, Landlord, at its sole cost and expense, shall provide and keep in force broad form fire and extended coverage casualty insurance on the Premises, insuring against loss by fire, windstorm, sprinkler leakage, flood, earthquake, water damage and all of the risks and perils usually covered by an "all risk" physical loss endorsement, including, but not limited to, vandalism, malicious mischief and boiler, pressure vessel and machinery coverage, in an amount equal to not less than 100% of the full replacement value, without co-insurance. Such insurance shall name Tenant as an additional insured as Tenant's interests may appear.

14. DEFAULT AND LANDLORD REMEDY. Should the Tenant allow any payment herein above to become delinquent, or fail to perform any of the covenants herein made, and any such payment or performance failure continues for fifteen (15) days after Tenant's receipt of Landlord's notice (or such longer time as may be reasonably necessary so long as Tenant diligently pursues such cure to completion), then this Lease shall be in default and the Landlord shall the right to re-enter and take possession of the Premises, and/or this Lease may be terminated at the Landlord's option. Bankruptcy of Tenant or any assignment for the benefit of creditors shall likewise operate as a termination of the Tenant's right of possession of the Premises and shall not waive Landlord's right or estop Landlord from repossessing the Premises for subsequent defaults, and in any such event, the Tenant agrees to peacefully surrender possession of the Premises to the Landlord. It is further agreed that in the event the Tenant agrees to peacefully surrender possession of the Premises or should it default in any of its other covenants with Landlord set forth herein so that it becomes necessary for Landlord to employ an attorney to collect rents or to recover possession of the Premises or to enforce any covenant made by the Tenant hereunder, the Tenant shall pay all costs of collection and expenses of recovery of possession or costs and expenses of any action so required, including reasonable attorneys' fees through appeal. The remedies provided herein are cumulative to those provided by law, and the right of the Landlord to declare the term at an end and to re-enter the Premises shall not in any manner affect the right of the Landlord to terminate and declare this Lease void and ended.
15. COMPLIANCE. Should the Tenant fail to comply with any of the terms, covenants and conditions contained in the within Lease on the part of the Tenant to be kept and performed, the Landlord may, after fifteen (15) days' notice to the Tenant (or such longer time as may be reasonably necessary so long as Tenant diligently pursues such cure to completion), comply therewith for the other (but Landlord shall not be obligated so to do), and the reasonable cost of such compliance shall be payable upon five (5) days demand to the Tenant.

EXHIBIT B

16. BINDING ON SUCCESSORS. The respective rights and obligations hereunder shall inure to, and be binding upon, the respective heirs, distributees, devisees, legal and personal representatives, assigns, grantees, and successors in interest of the Landlord, and shall inure to, and be binding upon, the permitted assigns and successors in interest of the Tenant.
17. ENTIRE AGREEMENT. This Lease embodies the entire contract of the parties hereto, and shall not be altered, changed or modified in any respect, except by an instrument executed by all parties to this Lease.
18. SUBORDINATION. Tenant agrees that this Lease shall be subordinate to any mortgage or mortgages or the lien resulting from any method of financing or refinancing, now or hereafter in force against the land, building, or Premises or against the Landlord's interest under any ground lease covering the land and buildings, of which the Premises are a part, and to all advances made or hereafter to be made upon the security hereof, provided that in no event shall Tenant's rights under this Lease be disturbed so long as Tenant is not in default beyond all applicable notice and cure periods. Tenant agrees to execute, upon Landlord's request, such subordination or estoppel certificates requested by Landlord or its lender evidencing such subordination and non-disturbance rights.
19. ALTERATIONS. No structural alterations shall be made to the Premises without the express written consent of the Landlord, including the installation of any signage.
20. GOVERNING LAW. This Lease & Maintenance Agreement is governed by Georgia law.
21. CAPTIONS. Any headings preceding the text of the several paragraphs and subparagraphs hereof, are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction, or effect.
22. EMINENT DOMAIN. Tenant shall not be entitled to any award made in any eminent domain proceedings with respect to the land or building included within the Premises for its leasehold interest therein; provided, further, that nothing herein contained shall be construed to affect the right of the Tenant to recover for any loss or damage which it may suffer by reason of loss of business or interruption of business, which may result from such condemnation or eminent domain proceedings.
23. STORAGE. Tenant shall be allowed to store customer owned apparatus, demo units, and personal vehicles inside the secured grounds in an area designated by the Landlord. It is expected that normal business hours will not be outside of the period from 7:00 a.m. to 6:00 p.m. However, access to the building and secured parking areas shall be permitted 24 hours a day 7 days a week as needed for emergent situations.

EXHIBIT B

24. RECORDATION. This Lease shall not be recorded.
25. ATTORNNMENT. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the Purchaser and recognize such Purchaser as Landlord under this Lease.
26. FORCE MAJEURE. Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the obligated party's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.
27. TAXES AND ASSESSMENTS. Landlord shall pay and discharge, prior to their delinquency, all real estate taxes and assessments, now or hereinafter assessed or levied against the Premises during the Term, and all penalties and interest thereon, as applicable. Notwithstanding the foregoing, the parties acknowledge that any assessments or impositions, whether by state, municipal, district, school, or otherwise, which are imposed in addition to real property taxes (such as solid waste disposal assessments), to the extent arising from Tenant's use of and operations in the Premises, are solely the responsibility of Tenant and not the Landlord.
28. NO CONTINUING WAIVER. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof, or otherwise accruing hereunder, shall impair any such right or power or be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by a party to any act by the other party requiring the former party's consent or approval shall be deemed to waive or render unnecessary such former party's consent or approval to any subsequent similar acts by the other party.
29. INVALID PROVISION. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Lease

EXHIBIT B

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

30. HAZARDOUS WASTE.

Tenant covenants and agrees to comply with all applicable and environmental and other federal, state and local governmental statutes, ordinances, rules and regulations relating of the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Tenant agrees and does hereby indemnify Landlord and hold it harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which Landlord may incur or suffer by reason of any claim or liability to the extent arising from Tenant's noncompliance with applicable laws and terms of this paragraph. Tenant specifically covenants and agrees that no hazardous substances, hazardous waste or waste by-products, pollutants or contaminants, shall be dumped in any trash receptacle, or otherwise, in, on, or about the Premises except as specifically provided under the terms of this paragraph. Specifically, but without limitation, Tenant shall dispose of all used oil, coolants, batteries, tires, and related vehicle maintenance fluids in compliance with all applicable laws, at no cost to Landlord.

31. COUNTERPARTS. This Lease may be executed in multiple counterparts, and notwithstanding that all of the parties do not execute the same counterpart, each executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same Lease binding all of the parties hereto. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Lease to physically form one document. Electronic or facsimile copies of this Lease fully executed shall be deemed an original for all purposes, and the parties hereto waive the "best evidence" rule or any similar law or rule in any proceeding in which this Lease shall be presented as evidence.

32. PRIORITY. As additional consideration for the parties to enter into this agreement, Tenant covenants and agrees that any labor, services, and materials to be provided to the Landlord from the Premises for an apparatus shall receive priority over all other jobs. EXCEPTION: Unless those jobs for other parties meet the NFPA out of service guidelines in which case they will be prioritized in the order that the tenant was notified of the defects.

[Signature page follows]

EXHIBIT B

EXHIBIT B

Appendix A - PREMISES LAYOUT



Approximate location of leased area.

EXHIBIT B
[Signature page to Lease]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

WITNESSES:

By:

Print Name: _____

Print Name: _____

WITNESSES:

By:

Print Name: Angela Evans

Print Name: Derrick Bowler

LANDLORD:

Hall County, Georgia

By:

Print name: _____

Title: _____

Date: _____

TENANT:

Ten-8 Fire & Safety LLC

a Florida limited liability company

By:

Print name: Richard Douch

Title: chief operating officer

Date: _____



Sole-Source/Brand Justification

Request Submitted By

Name:	
Job Title:	
Department:	
E-Mail Address:	
Date of Request:	

Request Details

Sole-Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements of the County.

Sole-Brand: A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

Identify efforts made to locate other possible sources.

--

Desired Supplier Name:
Desired Supplier Email:
Desired Supplier Phone Number:

Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

Exclusive Capability: Justifying a Sole Source/Sole Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).

Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

Letter from Original Equipment Manufacturer (required):

Attached

Purchasing Use Only	
Buyer:	
Buyer E-Mail Address:	
Buyer Telephone:	
Contract #:	
Contract Name:	
If publicly solicited, number of protests:	
Outcome:	
Bid # (if competitively bid):	
Purchase Order #:	



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 268/2023

SUBJECT: Public Hearing to transmit Hall County's updated short-term work program and capital improvement element to the Georgia Mountains Regional Commission.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: RD
Recommendation:
Conduct public hearing

Purpose of Request:
Conduct a Public Hearing to transmit Hall County's updated short-term work program and capital improvement element to the Georgia Mountains Regional Commission.

History:
This is an annual requirement by DCA to maintain Qualified Local Government (QLG) status.

Facts and Issues:

Options:

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? No
Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
JR	RD	EW	WG
Attorney	Administration	Clerk	

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Transmittal Resolution

Annual Impact Fee report

Annual Short Term Work Program

**Hall County
Transmittal Resolution**

WHEREAS, Hall County has prepared an annual update to a Capital Improvements Element and Short-Term Work Program; and

WHEREAS, the annual update of the Capital Improvements Element and Short-Term Work Program was prepared in accordance with the Development Impact Fee compliance requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public hearing was held on May 25, 2023.

BE IT THEREFORE RESOLVED, that the Chairman and Board of Commissioners of Hall County does hereby submit the annual update of the Capital Improvements Element and Short-Term Work covering the five-year period from 2023-2028 to the Georgia Mountains Regional Commission for review, as per the requirements of the Georgia Planning Act.

Adopted this _____ day of _____

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

ATTEST:

Commission Clerk
Hall County Board of Commissioners

APPROVED AS TO FORM:

County Attorney

HALL COUNTY	Annual Impact Fee Financial Report - 2021/2022								Draft as of 5-3-2023
Public Facility	Libraries	Fire Protection	Sheriff's Patrol		Public Safety Facility	Parks/Recreation	Admin	CIE Prep	TOTAL
Impact Fee Balance June 30, 2021**	\$ 635,038.40	\$ 434,210.13	\$ 94,827.89	\$ -	\$ 430,120.08	\$ 4,054,310.56	\$ 181,432.71	\$ (7,233.63)	\$ 5,822,706.14
Impact Fees Collected (July 1, 2021 through June 30, 2022)	719,798.85	96,959.16	26,607.29	-	118,264.54	1,390,376.35	50,220.61	1,845.31	2,404,072.11
Interest Earned*	-	-	-	-	-	-	-	-	-
(Impact Fee Refunds)	-	-	-	-	-	-	-	-	-
(Project Expenditures)	(190,000.00)	-	-	-	(300,000.00)	(534,910.39)	-	-	(1,024,910.39)
Impact Fee Fund Balance June 30, 2022	\$ 1,164,837.25	\$ 531,169.29	\$ 121,435.18	\$ -	\$ 248,384.62	\$ 4,909,776.52	\$ 231,653.32	\$ (5,388.32)	\$ 7,201,867.86
Impact Fees Available	\$ 1,164,837.25	\$ 531,169.29	\$ 121,435.18	\$ -	\$ 248,384.62	\$ 4,909,776.52	\$ 231,653.32	\$ (5,388.32)	\$ 7,201,867.86
Impact Fees Obligated	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 596,307.87	\$ -	\$ -	\$ 596,307.87
This annual report covers the last completed fiscal year - July 1, 2021 to June 30, 2022. The Hall County Impact Fee Program began March, 2003									
*There was no interest earned in FY 2022.									

HALL COUNTY Capital Improvements Project Update 2012-2022*								
Public Facility:		Public Safety Facility						
Service Ares:		County-wide						
Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fees Funds Available **	Project Status
Expansion of Visitation Room^	2014	2017	\$ 407,402.00	100.000%		\$ 407,401.97		Complete
Expansion of Jail Parking	2018	2018	83,737.50	100.000%		83,737.50		Complete
Expansion of Sheriff's Headquarters	2021	2022	1,042,461.00	28.778%	Capital Projects Fund	300,000.00		Complete
Construction of new Sheriff Training Facility	2024	2026	5,000,000.00	4.968%	SPLOST / Capital Projects Fund		248,384.62	In Design Phase
Unidentified Projects	TBD	TBD						To be Determined
Total of Costs, Expenditures & Impact Fees Encumbered			\$ 6,533,600.50			\$ 791,139.47	\$ 248,384.62	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan

** Impact Fee Funds Available as of 6-30-2022

HALL COUNTY								
Capital Improvements Project Update 2012-2022*								
Public Facility:		Sheriff's Patrol						
Service Ares:		County-wide						
Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
South Hall Precinct	2014	2015	\$ 979,000.00	21.9%	SPLOST	\$ 168,626.24	\$ -	Complete
Construction of New North Hall Precinct	2026	2028	3,000,000.00	4.0%	Capital / SPLOST	-	121,435.18	Not Started Yet; Planning Phase
Unidentified Projects								To be Determined
Total of Costs, Expenditures & Impact Fees Encumbered			\$ 3,979,000.00			\$ 168,626.24	\$ 121,435.18	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan

** Impact Fee Funds Available as of 6-30-2022

HALL COUNTY

Short-Term Work Program

The following section lists the Short Term Work Program for Hall County. The relevant short-term items are listed in each component of the plan as part of the implementation section.

The update of the Short-Term Work Program is provided to supplement the Impact Fee Update per Department of Community Affairs requirements. The Short-Term Work program provided here is a component of the adopted Comprehensive Plan adopted in June 2004 and amended in May 2005. A minor Comprehensive Plan updated was approved in June 2022. The STWP is intended to provide the status of the respective items. The language in the Comments section of the Short-Term Work Program indicates the list of accomplishments. The Comments section indicates Completed, In Progress, Canceled, or Postponed with a brief explanation. Where appropriate the expected time frame of the work task is listed. The County is currently preparing a major update to the Comprehensive Plan with an anticipated adoption of June 2024.

Economic Development

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Prepare a Unified Development Code to update, consolidate and streamline land use and development regulations to support the goals of the Comprehensive Plan	2019-24	\$245,000	County staff and Consultants	None	Dev. Services Fund	TSW was hired in April 2019 to work on developing a new UDC. The estimated adoption date is June 2024.
2. Draft County preservation plan with implementation tools	2019-24	N/A	County staff	N/A	N/A	County will be working on developing a joint historic preservation ordinance with City of Gainesville in conjunction with the UDC.
3. Extend water/sewer to targeted development locations	2020-24	\$10-12 Million	County	None	SPLOST & Connection Charges	In Progress – county is extending sewer service in targeted areas along SR 365 and in south Hall County. The completion date for the new South hall sewer line is fall of 2023. The future development map will be used to guide sewer expansion.
4. Work with Convention and Visitors Bureau re tourism infrastructure support	2020-24	N/A	Convention and Visitors Bureau with County staff	N/A	N/A	In Progress – ongoing coordination/discussions to provide support.
5. Cooperate with business/ educational community to create closer education/job training ties	2020-24	N/A	Greater Hall Chamber, local colleges, County staff	N/A	N/A	In Progress – Ongoing work with the Chamber.

Housing

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Comprehensively revise county UDC—new residential uses and zone districts, residential quality and protection standards.	2019-24	N/A	County staff and consultants	N/A	Dev. Services Fund	In progress. Code changes will be evaluated on an ongoing basis and/or in conjunction with UDC.
2. Study revisions to county zoning maps to implement the comprehensive plan.	2020-24	N/A	County staff	N/A	N/A	Ongoing activity – In conjunction with current Comprehensive Plan and future UDC.
3. Undertake housing analysis tied to economic development goals	2020-24	N/A	County staff and consultants	N/A	N/A	In Progress – County staff is now providing direct oversight of ongoing housing programs within the county. The County has reinitiated the GICH program and the committee.

Natural and Cultural Resources

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Comprehensively revise county UDC—tree protection, open space, PD regulations priorities for revision. Address other environmental standards in Phase 2.	2019-24	N/A	County staff and consultants	N/A	Dev. Services Fund	In Progress – tree ordinance and other code changes will be evaluated on an ongoing basis and/or in conjunction with the new UDC.
2. Study revisions to county zoning maps to bring them into accord with the comprehensive plan.	2019-24	N/A	County staff	N/A	N/A	In Progress – In conjunction with current UDC development process.
3. Identify key natural and cultural resources and consider for acquisition	2020-24	N/A	County staff	N/A	Dev. Services Fund	In Progress – County is working on restoration of the Healan’s Head’s Mill and develop a 100 acre park associated with it. County will hire consultant to initiate green space planning.
4. Extend water/sewer to targeted development locations in comprehensive plan; avoid service in sensitive natural areas	2020-24	\$5-7 Million	County	None	SPLOST & Connection Charges	In Progress – County is extending sewer service in targeted areas of south and north Hall County.
5. Adopt coordinated intergovernmental annexation policy that includes resource protection provisions	2020-24	N/A	County staff	N/A	N/A	In Progress – Continue implementation of the Service Delivery Strategy adopted in July 2017.

Community Facilities

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Comprehensively revise county UDC—new residential uses and zone districts; fiscal impact analysis regulations.	2020-24	N/A	County staff and consultants	N/A	N/A	TSW was hired in April 2019 to work on developing a new UDC. The estimated adoption date is June 2024.
2. Revise county zoning maps to bring into accord with comprehensive plan location of development and infrastructure availability.	2020-24	N/A	County staff	N/A	N/A	In Progress – In conjunction with current Comprehensive Plan and future UDC.
3. Extend water/sewer to targeted development locations.	2020-25	\$15-20 Million	County	None	SPLOST & Connection Charges	In Progress – County is extending sewer service in targeted areas of south and north Hall County.
4. Adopt coordinated intergovernmental annexation policy and agreement.	2020-24	N/A	County	N/A	N/A	In Progress – Continue implementation of the Service Delivery Strategy adopted in July 2017.

Land Use

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Comprehensively revise county UDC—quality regulations, environmental standards, fiscal impact assessment, etc.	2019-24	N/A	County staff and consultants	N/A	Dev. Services Fund	TSW was hired in April 2019 to work on developing a new UDC. The estimated adoption date is June 2024.
2. Study revisions to county zoning maps to bring into accord with comprehensive plan.	2019-24	N/A	County staff	N/A	N/A	In Progress – ongoing implementation with current Comprehensive Plan and future UDC.
3. Extend water/sewer to targeted development locations.	2020-25	\$15-20 Million	County	None	SPLOST & Connection Charges	In Progress – County is extending sewer service in targeted areas of south and north Hall County.
4. Improve regional marketing.	2020-24	N/A	County/Greater Hall Chamber	N/A	N/A	In Progress – Ongoing work with the Chamber of Commerce.
5. Adopt coordinated intergovernmental annexation policy and agreement.	2020-24	N/A	County	N/A	N/A	Completed – Continue implementation of the Service Delivery Strategy adopted in July 2017. Implement the policy with of any new annexation requests.
6. Comprehensive Plan Update	2024	\$150,000	County	NA	Dev. Services Fund	Ongoing. The minor update to the comprehensive plan was adopted in June 2022. Major Comprehensive Plan update adoption is anticipated in June 2024.

Intergovernmental Actions

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Revise County development codes/consider complementary design and other standards with Cities.	2019-24	N/A	County staff and consultants	N/A	Dev. Services Fund	TSW was hired in April 2019 to work on developing a new UDC. The estimated adoption is June 2024.
2. Draft county/city preservation plan with implementation tools.	2019-24	N/A	County staff	N/A	N/A	County has developed a joint historic preservation ordinance with City of Gainesville. The County intends to adopt the ordinance in conjunction with the UDC.
3. Identify key natural and cultural resources and consider for acquisition.	2020-24	N/A	County staff	N/A	N/A	In Progress – County updated the Park Master Plan in 2019 in conjunction with the CORPS Master Plan. Ongoing discussions/public involvement regarding park locations should take place.
4. Extend water/sewer to targeted development locations in comprehensive plan; avoid service in sensitive natural areas.	2020-25	\$15-20 Million	County	None	SPLOST & Connection Charges	In Progress – County is extending sewer service in targeted areas of south and north Hall County.
5. Draft and adopt coordinated intergovernmental annexation policy. Use as countywide model.	2020-24	N/A	County staff	N/A	N/A	Completed – Continue implementation of the Service Delivery Strategy adopted in July 2017.



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 204/2023

SUBJECT: **Public Hearing: Section 17.180 | Text Amendment** | Proposed amendment to Section 17.180. A copy of the proposed amendment is available from the Hall County Planning office | All Commission Districts | **Hall County Planning, applicant.** NOTE: Tabled at the April 13, 2023 Voting Meeting until the May 25, 2023 Voting Meeting.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: RD

Recommendation:

Approval

Purpose of Request:

Section 17.180 | Text Amendment | Proposed amendment to Section 17.180. A copy of the proposed amendment is available from the Hall County Planning office | All Commission Districts | **Hall County Planning, applicant.**

History:

Facts and Issues:

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
JR	RD	EW	WG

Submit	Approve	Budget	Finance
---------------	----------------	---------------	----------------

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Revised Board Memo
 Revised Resolution
 Board Memo
 Recommendation Report
 PRD Amendment Comparison
 Resolution - Staff Recommended
 Updated Resolution with Planning Commission Recommendations
 Planning Commission Edits
 Existing Language and Staff Proposed Edits



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Randi Doveton, Planning and Development Director

Date: May 8, 2023

Subject: **Section 17.180 | Text Amendment** | Proposed amendment to Section 17.180 | **Hall County Planning, applicant.**

The request before you is the request of Hall County Planning for purpose of amending Section 17.180. This item is applicable to all Commission Districts.

This item was previously tabled by the Board to allow further discussion related to requirements of the mandatory pre-application meeting for rezoning requests for Planned Development. Staff is offering an alternative language that states “No application to rezone property to a planned development district shall be accepted until after a pre-application meeting is held between the applicant, appropriate staff of the Planning Department, appropriate staff of the Public Works department, and any other applicable local or state agencies. Once a pre-application meeting is requested by the applicant, staff shall schedule it within ten (10) business days. Failure to meet this timeline by staff would negate the pre-application meeting requirement.”

At their April 3, 2023 meeting, the Hall County Planning Commission voted to recommend approval **(4-0, Sosebee absent)** with modifications. The modifications have been included in your packet.

There were **no written comments** submitted in advance of the Planning Commission meeting and **no one spoke during the public hearing.**

STATE OF GEORGIA

COUNTY OF HALL

A RESOLUTION TO AMEND THE CODE OF ORDINANCES OF HALL COUNTY

WITH REGARD TO ZONING REGULATIONS

WHEREAS, Hall County has developed comprehensive regulations governing zoning and development in the County found in Title 17 of the Official Code of Hall County, Georgia; and

WHEREAS, the County's Board of Commissioners wishes to alter current regulations to clarify the Code provisions relating to Planned Development Districts so as to provide clearer guidance regarding compliance with the Code in such districts; and

WHEREAS, the County's Board of Commissioners wishes to clarify the administrative procedures relating to Planned Residential Districts and clarify the Code requirements for Planned Residential District applications; and

WHEREAS, the County's Board of Commissioners believes that these changes to its zoning and development regulations as described herein are in the best interests of residents and businesses of Hall County, Georgia, and would promote the public health, safety, and general welfare of such residents and businesses.

NOW, THEREFORE, the Board of Commissioners does hereby amend The Official Code of Hall County, Georgia as follows:

1.

Section 17.180.010 (Planned Development District - Intent) is hereby amended by deleting subsection (B) in its entirety and inserting in lieu thereof a new subsection (B) which provides as follows:

“B. This district is to be utilized as a “floating zone” which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. Planned development districts are separate zoning districts and shall follow the same amendment procedures as other districts.”

2.

Section 17.180.040 (Planned Development District – Administrative procedures for planned development districts) is hereby amended by deleting Section 17.180.040 in its entirety and inserting in lieu thereof a new Section 17.180.040 which provides as follows:

“A. Any request pertaining to the establishment of a planned development district shall be administered and processed in accordance with the regulations set forth in chapter 17.380.

B. All data, plans, and specifications presented as part of the planned development district application shall, if approved, be the standards of development for that particular planned development, but only to the extent that they do not conflict with the provisions of the Code. To the extent that they conflict with the provisions of the Code, all data, plans, and specifications become the standards of development for that particular planned development only if they are set forth as a specific condition of zoning or approved as a zoning variance.

C. To the extent that the approved standards are consistent with the Code, set forth as specific conditions, or approved as a zoning variance, all further development on the property shall conform to the standards adopted for the district regardless of any change in ownership. Any proposed changes to those same approved standards must be considered in accordance with the procedures set forth in chapter 17.380. Appeals based upon hardship or an alleged misinterpretation of the ordinance by the building official shall be processed in accordance with the procedures set forth in chapter 2.40. In no case shall the approved land uses be appealed.

D. The violation of any provision of the planned development standards as submitted and approved under the provisions herein shall constitute a violation of these regulations.”

3.

A new Section 17.180.042 (Planned Development District – Application) is hereby inserted into chapter 17.180 immediately following Section 17.180.040 which provides as follows:

“A. *Submission of application.* Any application for a planned development district shall be submitted to the Planning Commission through its Planning Director or other designated staff member.

B. *General requirements.*

1. All applications for zoning of property to a planned development district must conform to all requirements of chapter 17.380 except as may otherwise be required by this section. All applications that do not comply with the requirements of chapter 17.380 shall be returned to the applicant unfiled with notice of the deficiency or deficiencies.

2. No application to rezone property to a planned development district shall be accepted until after a pre-application meeting is held between the applicant, appropriate staff of the Planning Department, appropriate staff of the Public Works Department, and any other applicable local or state agencies. Once a pre-application meeting is requested by the applicant, staff shall schedule it within ten (10) business days. Failure to meet this timeline by staff would negate the pre-application meeting requirement.”

4.

The remaining provisions of Title 17 (Zoning Regulations) of the Hall County Code of Ordinances shall remain as they were, unchanged by this amendment.

SO RESOLVED, this the _____ day of _____, 2023.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Richard Higgins, Chairman

ATTEST:

Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

County Attorney



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Randi Doveton, Planning and Development Director

Date: April 4, 2023

Subject: **Section 17.180 | Text Amendment** | Proposed amendment to Section 17.180 | **Hall County Planning, applicant.**

The request before you is the request of Hall County Planning for purpose of amending Section 17.180. This item is applicable to all Commission Districts.

At their April 3, 2023 meeting, the Hall County Planning Commission voted to recommend approval **(4-0, Sosebee absent)** with modifications. The modifications have been included in your packet.

There were **no written comments** submitted in advance of the Planning Commission meeting and **no one spoke during the public hearing.**

There have been no changes to the request since the Planning Commission took action.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Hall County Planning Staff

Request Text Amendment

Proposed Use Clarify the Code provisions relating to Planned Development Districts([17.180](#))

Zoning Applicable to all PRD developments

Location **Throughout Hall County**

Commission District One, Two, Three, and Four

Planning Commission Date April 3, 2023

Staff Recommendation Approval to provide clarity in the regulations.

Planning Commission Recommendation..... Approval with modification. Modifications presented as separate document.

Vote: 4-0 (Sosebee absent)

Public Forum:

There were no comments in support or opposition.

Summary Analysis

Staff and legal have discovered areas of the Planned Residential Development regulations that were ambiguous and often contradictory to other portions of the regulations. This proposed amendment will correct those items.

When considering a text amendment, the Planning Commission must follow the same procedural guidelines as for a rezoning request ([17.380.040](#)), this includes public notice. The proposal was advertised in the Gainesville Times but since the proposal is not related to a specific parcel, no signs were posted.

The proposal is as follows:

1. Section [17.180.010](#) (Planned Development District - Intent) is hereby amended by deleting subsection (B) in its entirety and inserting in lieu thereof a new subsection (B) which provides as follows:

“B. This district is to be utilized as a “floating zone” which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a

specific and separate application for amendment. Planned development districts are separate zoning districts and shall follow the same amendment procedures as other districts.”

2. Section [17.180.040](#) (Planned Development District – Administrative procedures for planned development districts) is hereby amended by deleting Section 17.180.040 in its entirety and inserting in lieu thereof a new Section [17.180.040](#) which provides as follows:

“A. Any request pertaining to the establishment of a planned development district shall be administered and processed in accordance with the regulations set forth in chapter [17.380](#).

B. All data, plans, and specifications presented as part of the planned development district application shall, if approved, be the standards of development for that particular planned development, but only to the extent that they do not conflict with the provisions of the Code. To the extent that they conflict with the provisions of the Code, all data, plans, and specifications become the standards of development for that particular planned development only if they are set forth as a specific condition of zoning or approved as a zoning variance.

C. To the extent that the approved standards are consistent with the Code, set forth as specific conditions, or approved as a zoning variance, all further development on the property shall conform to the standards adopted for the district regardless of any change in ownership. Any proposed changes to those same approved standards must be considered in accordance with the procedures set forth in chapter 17.380. Appeals based upon hardship or an alleged misinterpretation of the ordinance by the building official shall be processed in accordance with the procedures set forth in chapter 2.40.

In no case shall the approved land uses be appealed.

D. The violation of any provision of the planned development standards as submitted and approved under the provisions herein shall constitute a violation of these regulations.”

3. A new Section 17.180.042 (Planned Development District – Application) is hereby inserted into chapter 17.180 immediately following Section [17.180.040](#) which provides as follows:

“A. Submission of application. Any application for a planned development district shall be submitted to the Planning Commission through its Planning Director or other designated staff member. B. General requirements.

1. All applications for zoning of property to a planned development district must conform to all requirements of chapter 17.380 except as may otherwise be required by this section. All applications that do not comply with the requirements of chapter 17.380 shall be returned to the applicant unfiled with notice of the deficiency or deficiencies.

2. No application to rezone property to a planned development district shall be accepted until after a pre-application meeting is held between the applicant, appropriate staff of the Planning Department, appropriate staff of the Public Works Department, and any other applicable local or state agencies.”

4. The remaining provisions of Title 17 (Zoning Regulations) of the Hall County Code of Ordinances shall remain as they were, unchanged by this amendment.

➤ **Excerpts from the minutes of the April 3, 2023 meeting**

Applicant’s Presentation:

Randi Doveton, Planning Director, presented a summary of the request.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Braswell stated that concerns with the amendments were addressed and discussed with staff. Mr. Braswell stated that the code sections would be voted on separately. Mr. Braswell discussed edits made with staff.

Motion: A motion to approve 17.180.010 was made by Ms. Pilcher and seconded by Mr. Varner. Vote: 4-0 (Sosebee absent)

Motion: A motion to approve 17.180.040 was made by Ms. Pilcher and seconded by Mr. Varner. Vote: 4-0 (Sosebee absent)

Motion: A motion to approve 17.180.042 was made by Ms. Pilcher and seconded by Mr. Hunt. Vote: 4-0 (Sosebee absent)

Code Section	Existing	County Attorney's Proposal	Planning Commission Recommendation	Proposed Resolution Language
17.180.010 (B)	This district is to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. Planned development districts are separate zoning districts and shall follow the same amendment procedures as other districts. Unless otherwise stated in this section, the development standards and the land uses which are presented with the application for amendment shall, if approved, become the standards for the subject property and shall become a part of the zoning regulations.	This district is to be utilized as a “floating zone” which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. Planned development districts are separate zoning districts and shall follow the same amendment procedures as other districts	This district is to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. Planned development districts are separate zoning districts and shall follow the same amendment procedures as other districts. The standards of development for a particular application (which includes all data, plans, specifications and land uses) shall be set forth in specific zoning conditions and/or variances and/or conditional uses, if approved.	This district is to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. Planned development districts are separate zoning districts and shall follow the same amendment procedures as other districts.
17.180.040 (A)	Any request pertaining to the establishment of a planned development district shall be considered an amendment to the zoning regulations and shall be administered and processed in accordance with the regulations set forth in chapter 17.380.	Any request pertaining to the establishment of a planned development district shall be administered and processed in accordance with the regulations set forth in chapter 17.380.	Any request pertaining to the establishment of a planned development district shall be administered and processed in accordance with the regulations set forth in chapter 17.380.	Any request pertaining to the establishment of a planned development district shall be administered and processed in accordance with the regulations set forth in chapter 17.380.
17.180.040 (B)	All data, plans and specifications presented as part of the planned development district shall, if approved, be adopted as an amendment to the zoning regulations and shall be the standards of development for that particular planned development.	All data, plans, and specifications presented as part of the planned development district application shall, if approved, be the standards of development for that particular planned development, but only to the extent that they do not conflict with the provisions of the Code. To the extent that they conflict with the provisions of the Code, all data, plans, and specifications become the standards of development for that particular planned development only if they are set forth as a specific condition of zoning or approved as a zoning variance.	All data, plans and specifications presented as part of the planned development district application shall, if approved, be the standards of development for that particular planned development, but only to the extent that they do not conflict with the provisions of the Code. To the extent that they conflict with the provisions of the Code, all data, plans, and specifications become the standards of the development for that particular planned development only if they are set forth as a specific condition of zoning or approved as a zoning variance and /or conditional use.	All data, plans, and specifications presented as part of the planned development district application shall, if approved, be the standards of development for that particular planned development, but only to the extent that they do not conflict with the provisions of the Code. To the extent that they conflict with the provisions of the Code, all data, plans, and specifications become the standards of development for that particular planned development only if they are set forth as a specific condition of zoning or approved as a zoning variance.
17.180.040 (C)	All further development on the property shall conform to the standards adopted for the district regardless of any change in ownership. Any proposed changes to the approved standards shall be treated as amendments to the zoning regulations and must be considered in accordance with the procedures set forth in chapter 17.380. Appeals based upon hardship or an alleged misinterpretation of the ordinance by the building official shall be processed in accordance with procedures set forth in chapter 2.40. In no case shall the approved land uses be appealed.	To the extent that the approved standards are consistent with the Code, set forth as specific conditions, or approved as a zoning variance, all further development on the property shall conform to the standards adopted for the district regardless of any change in ownership. Any proposed changes to those same approved standards must be considered in accordance with the procedures set forth in chapter 17.380. Appeals based upon hardship or an alleged misinterpretation of the ordinance by the building official shall be processed in accordance with the procedures set forth in chapter 2.40. In no case shall the approved land uses be appealed.	To the extent that the approved standards of development are consistent, or inconsistent, with the Code, as noted in the above Paragraph B above, and set forth as specific conditions, or approved as a zoning variance and / or conditional use, all further development on the property shall conform to the standards adopted for the district regardless of any change in ownership. Any proposed changes those same approved standards of development must be considered in accordance with the procedures set forth in chapter 17.380. Appeals based upon hardship or an alleged misinterpretation of the ordinance (this title) by the building official shall be processed in accordance with procedures set forth in chapter 2.40. In no case shall the approved land uses be appealed.	To the extent that the approved standards are consistent with the Code, set forth as specific conditions, or approved as a zoning variance, all further development on the property shall conform to the standards adopted for the district regardless of any change in ownership. Any proposed changes to those same approved standards must be considered in accordance with the procedures set forth in chapter 17.380. Appeals based upon hardship or an alleged misinterpretation of the ordinance by the building official shall be processed in accordance with the procedures set forth in chapter 2.40. In no case shall the approved land uses be appealed.
17.180.040 (D)	The violation of any provision of the planned development standards as submitted and approved under the provisions herein shall constitute a violation of these regulations.	No change proposed	No change proposed	No change proposed

17.180.042(A)	No existing verbiage- new section	Submission of application. Any application for a planned development district shall be submitted to the Planning Commission through its Planning Director or other designated staff member.	Submission of application. Any application for a planned development district shall conform to Section 17.380.010 General procedures.	Submission of application. Any application for a planned development district shall conform to Section 17.380.010 General procedures.
17.180.042(B)	No existing verbiage- new section	<p>General requirements.</p> <ol style="list-style-type: none"> 1. All applications for zoning of property to a planned development district must conform to all requirements of chapter 17.380 except as may otherwise be required by this section. All applications that do not comply with the requirements of chapter 17.380 shall be returned to the applicant unfiled with notice of the deficiency or deficiencies. 2. No application to rezone property to a planned development district shall be accepted until after a pre-application meeting is held between the applicant, appropriate staff of the Planning Department, appropriate staff of the Public Works Department, and any other applicable local or state agencies. 	<p>General requirements.</p> <ol style="list-style-type: none"> 1. All applications for zoning of property to a planned development district must conform to all requirements of chapter 17.380 except as may otherwise be required by this section. All applications that do not comply with the requirements of chapter 17.380 shall be returned to the applicant unfiled with notice of the deficiency or deficiencies. 2. No application to rezone property (20 acres or more) to a planned development district shall be accepted until after a pre-application meeting is held between the applicant, appropriate staff of the Planning Department, appropriate staff of the Public Works department, or any other applicable local or state agencies. Once a pre-application meeting is requested by the applicant, staff shall schedule it within ten (10) business days. Failure to meet this timeline by staff would negate the pre-application meeting requirement. 	<p>General requirements.</p> <ol style="list-style-type: none"> 1. All applications for zoning of property to a planned development district must conform to all requirements of chapter 17.380 except as may otherwise be required by this section. All applications that do not comply with the requirements of chapter 17.380 shall be returned to the applicant unfiled with notice of the deficiency or deficiencies. 2. No application to rezone property (10 acres or more) to a planned development district shall be accepted until after a pre-application meeting is held between the applicant, appropriate staff of the Planning Department, appropriate staff of the Public Works department, and any other applicable local or state agencies.
16.50.150	Alternate design standards for subdivision streets shall be considered only in planned residential developments. Each alternate design must be justified in writing by the registered engineer, surveyor or landscape architect.	Alternate design standards for subdivision streets shall be considered only in planned residential developments. Any deviation in street design in a planned residential development from the standards set forth generally in the Hall County Code shall require approval of a variance from the Hall County Board of Commissioners for the specific deviant standard. The variance request shall be justified in writing by the applicant, and must meet the requirements of chapter 17.180.	Not applicable	

STATE OF GEORGIA

COUNTY OF HALL

A RESOLUTION TO AMEND THE CODE OF ORDINANCES OF HALL COUNTY

WITH REGARD TO ZONING REGULATIONS

WHEREAS, Hall County has developed comprehensive regulations governing zoning and development in the County found in Title 17 of the Official Code of Hall County, Georgia; and

WHEREAS, the County's Board of Commissioners wishes to alter current regulations to clarify the Code provisions relating to Planned Development Districts so as to provide clearer guidance regarding compliance with the Code in such districts; and

WHEREAS, the County's Board of Commissioners wishes to clarify the administrative procedures relating to Planned Residential Districts and clarify the Code requirements for Planned Residential District applications; and

WHEREAS, the County's Board of Commissioners believes that these changes to its zoning and development regulations as described herein are in the best interests of residents and businesses of Hall County, Georgia, and would promote the public health, safety, and general welfare of such residents and businesses.

NOW, THEREFORE, the Board of Commissioners does hereby amend The Official Code of Hall County, Georgia as follows:

1.

Section 17.180.010 (Planned Development District - Intent) is hereby amended by deleting subsection (B) in its entirety and inserting in lieu thereof a new subsection (B) which provides as follows:

“B. This district is to be utilized as a “floating zone” which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. Planned development districts are separate zoning districts and shall follow the same amendment procedures as other districts.”

2.

Section 17.180.040 (Planned Development District – Administrative procedures for planned development districts) is hereby amended by deleting Section 17.180.040 in its entirety and inserting in lieu thereof a new Section 17.180.040 which provides as follows:

“A. Any request pertaining to the establishment of a planned development district shall be administered and processed in accordance with the regulations set forth in chapter 17.380.

B. All data, plans, and specifications presented as part of the planned development district application shall, if approved, be the standards of development for that particular planned development, but only to the extent that they do not conflict with the provisions of the Code. To the extent that they conflict with the provisions of the Code, all data, plans, and specifications become the standards of development for that particular planned development only if they are set forth as a specific condition of zoning or approved as a zoning variance.

C. To the extent that the approved standards are consistent with the Code, set forth as specific conditions, or approved as a zoning variance, all further development on the property shall conform to the standards adopted for the district regardless of any change in ownership. Any proposed changes to those same approved standards must be considered in accordance with the procedures set forth in chapter 17.380. Appeals based upon hardship or an alleged misinterpretation of the ordinance by the building official shall be processed in accordance with the procedures set forth in chapter 2.40. In no case shall the approved land uses be appealed.

D. The violation of any provision of the planned development standards as submitted and approved under the provisions herein shall constitute a violation of these regulations.”

3.

A new Section 17.180.042 (Planned Development District – Application) is hereby inserted into chapter 17.180 immediately following Section 17.180.040 which provides as follows:

“A. *Submission of application.* Any application for a planned development district shall be submitted to the Planning Commission through its Planning Director or other designated staff member.

B. *General requirements.*

1. All applications for zoning of property to a planned development district must conform to all requirements of chapter 17.380 except as may otherwise be required by this section. All applications that do not comply with the requirements of chapter 17.380 shall be returned to the applicant unfiled with notice of the deficiency or deficiencies.

2. No application to rezone property to a planned development district shall be accepted until after a pre-application meeting is held between the applicant, appropriate staff of the Planning Department, appropriate staff of the Public Works Department, and any other applicable local or state agencies.”

4.

The remaining provisions of Title 17 (Zoning Regulations) of the Hall County Code of Ordinances shall remain as they were, unchanged by this amendment.

SO RESOLVED, this the _____ day of _____, 2023.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Richard Higgins, Chairman

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

County Attorney

STATE OF GEORGIA

COUNTY OF HALL

A RESOLUTION TO AMEND THE CODE OF ORDINANCES OF HALL COUNTY

WITH REGARD TO ZONING REGULATIONS

WHEREAS, Hall County has developed comprehensive regulations governing zoning and development in the County found in Title 17 of the Official Code of Hall County, Georgia; and

WHEREAS, the County's Board of Commissioners wishes to alter current regulations to clarify the Code provisions relating to Planned Development Districts so as to provide clearer guidance regarding compliance with the Code in such districts; and

WHEREAS, the County's Board of Commissioners wishes to clarify the administrative procedures relating to Planned Residential Districts and clarify the Code requirements for Planned Residential District applications; and

WHEREAS, the County's Board of Commissioners believes that these changes to its zoning and development regulations as described herein are in the best interests of residents and businesses of Hall County, Georgia, and would promote the public health, safety, and general welfare of such residents and businesses.

NOW, THEREFORE, the Board of Commissioners does hereby amend The Official Code of Hall County, Georgia as follows:

1.

Section 17.180.010 (Planned Development District - Intent) is hereby amended by deleting subsection (B) in its entirety and inserting in lieu thereof a new subsection (B) which provides as follows:

“B. This district is to be utilized as a “floating zone” which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. Planned development districts are separate zoning districts and shall follow the same amendment procedures as other districts. The standards of development for a particular application (which includes all data, plans, specifications and land uses) shall be set forth in specific zoning conditions and/or variances and/or conditional uses, if approved.”

2.

Section 17.180.040 (Planned Development District – Administrative procedures for planned development districts) is hereby amended by deleting Section 17.180.040 in its entirety and inserting in lieu thereof a new Section 17.180.040 which provides as follows:

“ A. Any request pertaining to the establishment of a planned development district shall be administered and processed in accordance with the regulations set forth in chapter 17.380.

B. All data, plans and specifications presented as part of the planned development district application shall, if approved, be the standards of development for that particular planned development, but only to the extent that they do not conflict with provisions of the Code. To the extent that they conflict with the provision of the Code, all data, plans, and specifications become the standards of the development for that particular planned development only if they are set forth as a specific condition of zoning or approved as a zoning variance and /or conditional use.

C. To the extent that the approved standards of development are consistent or inconsistent with the Code, as noted in the above Paragraph "B" above, and set forth a specific conditions, or approved as a zoning variance and /or conditional use, all further development on the property shall conform to the standards adopted for the district regardless of any change in ownership. Any proposed changes to those same approved standards of development must be considered in accordance with the procedures set forth in chapter 17.380. Appeals based upon hardship or an alleged misinterpretation of the ordinance (this title) by the building official shall be processed in accordance with procedures set forth in chapter 2.40. In no case shall the approved land uses be appealed.

D. The violation of any provision of the planned development standards as submitted and approved under the provisions herein shall constitute a violation of these regulations.

3.

A new Section 17.180.042 (Planned Development District – Application) is hereby inserted into chapter 17.180 immediately following Section 17.180.040 which provides as follows:

“ A. *Submission of Application.* Any application for a planned development district shall conform to all requirements of chapter 17.380 except as may otherwise be required in this section. All applications that do not comply with the requirements of chapter 17.380 shall be returned to the applicant unfiled with notice of the deficiencies.

B. *General Requirements*

1. All applications for zoning of property to a planned development district must conform to all requirements of chapter 17.380 except as may otherwise be required in this section. All applications that do not comply with the requirements of chapter 17.380 shall be returned to the applicant unfiled with notice of the deficiency or deficiencies.

2. No application to rezone property (20 acres or more) to a planned development district shall be accepted until after a pre-application meeting is held between the applicant, appropriate staff of the Planning Department, appropriate staff of Public Works Department, or any other applicable local or state agencies. Once a pre-application meeting is requested by the applicant, staff shall schedule it within ten (10) business days. Failure to meet this timeline requirement by staff would negate the pre-application meeting requirement. “

4.

The remaining provisions of Title 17 (Zoning Regulations) of the Hall County Code of Ordinances shall remain as they were, unchanged by this amendment.

SO RESOLVED, this the _____ day of _____, 2023.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Richard Higgins, Chairman

ATTEST:

Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

County Attorney

Edits 2/29/23

~~Orange Highlight: Deleted~~

17.180.010 - Intent

A. It is the intent of this district to permit and encourage the development of property which would:

1. Allow greater flexibility with respect to development standards and site planning considerations;
2. Be in the best interest of Hall County in terms of its long range development plans; and
3. Permit the establishment or mixture of uses which without proper design and planning might not be compatible with surrounding uses or zoning districts.

B. This district is to be utilized as a "floating zone" which shall mean that areas will not be predesignated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. Planned development districts are separate zoning districts and shall follow the same amendment procedures as other districts. ~~Unless otherwise stated in this section, the development standards and the land uses which are presented with the application for amendment shall, if approved, become the standards for the subject property and shall become a part of the zoning regulations.~~

The standards of development for a particular application (which ~~shall mean to~~ includes all data, plans, specifications and land uses) shall be set forth in specific zoning conditions and/or variances and/or conditional uses, if approved.

No Edits 2/29/23

17.180.040 – Administrative procedures for planned development districts.

A. Any request pertaining to the establishment of a planned development district shall be ~~considered an amendment to the zoning regulations and shall be~~ administered and processed in accordance with the regulations set forth in chapter 17.380.

B. All data, plans and specifications presented as part of the planned development district application shall, if approved, be ~~adopted as an amendment to the zoning regulations and shall be~~ the standards of development for that particular planned development., but only to the extent that they do not conflict with provisions of the Code. To the extent that they conflict with the provisions of the Code, all data, plans, and specifications become the standards of the development for that particular planned development only if they are set forth as a specific condition of zoning or approved as a zoning variance and / or conditional use.

C. ~~All further development on the property shall conform to the standards adopted for the district regardless of any change in ownership.~~ To the extent that the approved standards of development are consistent or inconsistent with the Code, as noted in the above Paragraph "B" above, and set forth as specific conditions, or approved as a zoning variance and / or conditional use, all further development on the property shall conform to the standards adopted for the district regardless of any change in ownership. Any proposed changes ~~to the those same~~ approved standards of development ~~shall be treated as amendments to the zoning regulations and~~ must be considered in accordance with the procedures set forth in chapter 17.380. Appeals based upon hardship or an alleged misinterpretation of the ordinance (this title) by the building official shall be processed in accordance with procedures set forth in chapter 2.40. In no case shall the approved land uses be appealed.

D. The violation of any provision of the planned development standards as submitted and approved under the provisions herein shall constitute a violation of these regulations.

Edits 2/29/23

Orange Highlights: Deleted

Green Highlights: Added

A new Section 17.180.042 (Planned Development District – Application) is hereby inserted into chapter 17.180 immediately following Section 17.180.040 which provides as follows:

A. Submission of Application. Any application for a planned development district shall

conform to Section 17.380.010. General Procedures.~~be submitted to the Planning~~

~~Commission through its Planning Director or other designated staff member.~~

~~See Chapter 17.380.010 "General Procedures"~~

B. General Requirements.

1. All applications for zoning of property to a planned development district must conform to all requirements of chapter 17.380 except as may otherwise be required in this section. All applications that do not comply with the requirements of chapter 17.380 shall be returned to the applicant unfilled with notice of the deficiency or deficiencies.

~~See Chapter 17.380.010 "Submission Requirements"~~

2. No application to rezone property (20 acres or more) to a planned development district shall be accepted until after a pre-application meeting is held between the applicant, appropriate staff of the Planning Department, appropriate staff of Public Works Department, and/or any other applicable local or state agencies. Once a pre-application meeting is requested by the applicant, staff shall schedule it within ten

Edits 2/29/23

(10) business days. Failure to meet this timeline by staff would negate the pre-application meeting requirement.

~~What about a timeframe that Staff is required to meet with an Applicant?~~

- Three Amendments to Hall County Zoning Code dealing with Planned Development districts found in Chapter 17.180 –*Requires approval of Planning Commission and Board of Commissioners*
- Corresponding amendment to one Code section in the Hall County Subdivisions Code found in Chapter 16.50- *Requires approval of Board of Commissioners only*
- Language below with a ~~strike through~~ will be deleted and language displayed in **bold blue** is being inserted.

1. Section 17.180.010 (B)

a. Existing Language

This district is to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. Planned development districts are separate zoning districts and shall follow the same amendment procedures as other districts. Unless otherwise stated in this section, the development standards and the land uses which are presented with the application for amendment shall, if approved, become the standards for the subject property and shall become a part of the zoning regulations.

b. Proposed Language

This district is to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. Planned development districts are separate zoning districts and shall follow the same amendment procedures as other districts. ~~Unless otherwise stated in this section, the development standards and the land uses which are presented with the application for amendment shall, if approved, become the standards for the subject property and shall become a part of the zoning regulations.~~

c. Reason – Language is improper and duplicative of 17.180.040 (B).

2. Section 17.180.040

a. Existing Language

A. Any request pertaining to the establishment of a planned development district shall be considered an amendment to the zoning regulations and shall be administered and processed in accordance with the regulations set forth in chapter 17.380.

B. All data, plans and specifications presented as part of the planned development district shall, if approved, be adopted as an amendment to the zoning regulations and shall be the standards of development for that particular planned development.

C. All further development on the property shall conform to the standards adopted for the district regardless of any change in ownership. Any proposed changes to the

approved standards shall be treated as amendments to the zoning regulations and must be considered in accordance with the procedures set forth in chapter 17.380. Appeals based upon hardship or an alleged misinterpretation of the ordinance by the building official shall be processed in accordance with procedures set forth in chapter 2.40. In no case shall the approved land uses be appealed.

D. The violation of any provision of the planned development standards as submitted and approved under the provisions herein shall constitute a violation of these regulations.

b. Proposed Language

A. Any request pertaining to the establishment of a planned development district shall be ~~considered an amendment to the zoning regulations and shall be~~ administered and processed in accordance with the regulations set forth in chapter 17.380.

B. All data, plans and specifications presented as part of the planned development district **application** shall, if approved, be ~~adopted as an amendment to the zoning regulations and shall be~~ the standards of development for that particular planned development, **but only to the extent that they do not conflict with the provisions of the Code, all data, plans, and specifications become the standards of development for that particular planned development only if they are set forth as a specific condition of zoning or approved as a zoning variance.**

C. **To the extent that the approved standards are consistent with the Code, set forth as specific conditions, or approved as a zoning variance,** all further development on the property shall conform to the standards adopted for the district regardless of any change in ownership. Any proposed changes to **those same** ~~the approved standards shall be treated as amendments to the zoning regulations and~~ must be considered in accordance with the procedures set forth in chapter 17.380. Appeals based upon hardship or an alleged misinterpretation of the ordinance by the building official shall be processed in accordance with **the** procedures set forth in chapter 2.40. In no case shall the approved land uses be appealed.

D. The violation of any provision of the planned development standards as submitted and approved under the provisions herein shall constitute a violation of these regulations.

3. Section 17.180.0402 – A new section which shall read as follows:

A. Submission of application. Any application for a planned development district shall be submitted to the Planning Commission through its Planning Director or other designated staff member.

B. General requirements.

1. All applications for zoning of property to a planned development district must conform to all requirements of chapter 17.380 except as may otherwise be required by this section. All applications that do not comply with the

requirements of chapter 17.380 shall be returned to the applicant unfiled with notice of the deficiency or deficiencies.

2. No application to rezone property to a planned development district shall be accepted until after a pre-application meeting is held between the applicant, appropriate staff of the Planning Department, appropriate staff of the Public Works Department, and any other applicable local or state agencies.

Proposed amendment to Section 16.50.150 does not require Planning Commission review but is as listed below for your reference.

16.50.150 – Alternate design standards.

a. Existing Language

Alternate design standards for subdivision streets shall be considered only in planned residential developments. Each alternate design must be justified in writing by the registered engineer, surveyor or landscape architect.

b. Proposed language

Alternate design standards for subdivision streets shall be considered only in planned residential developments. Any deviation in street design in a planned residential development from the standards set forth generally in the Hall County Code shall require approval of a variance from the Hall County Board of Commissioners for the specific deviant standard. The variance request shall be justified in writing by the applicant and must meet the requirements of chapter 17.180.



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 242/2023

SUBJECT: **4240 Winder Highway | Amend Conditions |** of a Planned Office Development (POD) on a 7.03± acre tract located on the west side of Winder Highway approximately 975 feet from its intersection with Martin Road | Zoned POD; Tax Parcel 15044B000009 | **Proposed use: mixed offices |** Commission District 1 | **Maroun Aoun, applicant.**

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: RD

Recommendation:

Approval, with conditions:

1. The development shall occur as depicted on conceptual site plan; Planning Director can approve changes related to topographic or geological conditions provided there is no increase in number of buildings, parking, or square footage proposed and provided no reduction in buffers or landscaping are proposed.
2. Prior to the issuance of an occupancy permit and business license for the office use, the applicant shall work with Hall County Building Inspections to ensure the proper building codes are met.
3. All off-street parking shall meet minimum standards as specified in section [§17.250](#) of the Official Code of Hall County. Parking areas shall be paved with either asphalt or concrete.
4. All lighting on the premises shall be of a non-spill type.
5. The rear property line adjacent to tax parcel 15044G000029 shall have an undisturbed buffer of 50 feet and it should be shown on the conceptual site plan prior to the Board of Commission meeting on May 25, 2023.
6. All Zoning Conditions shall be included in all Construction plans. Standard Development Review process shall be followed.

Purpose of Request:

History:

4240 Winder Highway | Amend Conditions | of a Planned Office Development (POD) on a 7.03± acre tract located on the west side of Winder Highway approximately 975 feet from its intersection with Martin Road| Zoned POD; Tax Parcel 15044B000009 | **Proposed use: mixed offices** | Commission District 1 | **Maroun Aoun, applicant.**

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
AD	RD	EW	WG
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Board Memo
 Recommendation Report
 Application
 Original Narrative
 Updated Narrative
 Original Site Plan
 Updated Site Plan
 Maps
 Deed
 Environmental Health Comments
 GDOT Comments
 Public Works Comments
 Fire Comments
 Notice Sign Photos



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Randi Doveton, Director of Planning and Development

Date: May 8, 2023

Subject: **4240 Winder Highway | Amend Conditions |** of a
Planned Office Development (POD) on a 7.03± acre tract
| Proposed use: mixed offices | Maroun Aoun,
applicant.

The request before you is the request of Maroun Aoun to Amend Conditions of a Planned Office Development (POD) for mixed offices. This item is located within Commission District 1.

At their April 17, 2023 meeting, the Hall County Planning Commission voted to recommend approval with six (6) conditions **(5-0)**.

There were **no written comments** submitted in advance of the Planning Commission meeting and **no one spoke during the public hearing**.

There have been no changes to the request since the Planning Commission took action.

Planning Commission Approval Conditions:

1. *The development shall occur as depicted on conceptual site plan; Planning Director can approve changes related to topographic or geological conditions provided there is no increase in number of buildings, parking, or square footage proposed and provided no reduction in buffers or landscaping are proposed.*
2. *Prior to the issuance of an occupancy permit and business license for the office use, the applicant shall work with Hall County Building Inspections to ensure the proper building codes are met.*
3. *All off-street parking shall meet minimum standards as specified in section [§17.250](#) of the Official Code of Hall County. Parking areas shall be paved with either asphalt or concrete.*
4. *All lighting on the premises shall be of a non-spill type.*
5. *The rear property line adjacent to tax parcel 15044G000029 shall have an undisturbed buffer of 50 feet and it should be shown on the*

conceptual site plan prior to the Board of Commission meeting on May 25, 2023.

6. *All Zoning Conditions shall be included in all Construction plans. Standard Development Review process shall be followed.*

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Maroun Aoun

Request Amend Conditions of a Planned Office
Development

Proposed Use mixed offices

Size 7.03± acres

Zoning Planned Office Development (POD, [17.180.070](#))

Location **4240 Winder Highway** | Tax Parcel 15044B000009

Commission District One

Planning Commission Date April 17, 2023

Staff Recommendation **Approval, based on the findings that the request
is consistent with the [Comprehensive Plan's](#)
Community Crossroad future land use
classification.**

Planning Commission Recommendation..... **Approval, with conditions**
Vote: 5-0

Planning Commission Conditions:

1. *The development shall occur as depicted on conceptual site plan; Planning Director can approve changes related to topographic or geological conditions provided there is no increase in number of buildings, parking, or square footage proposed and provided no reduction in buffers or landscaping are proposed.*
2. *Prior to the issuance of an occupancy permit and business license for the office use, the applicant shall work with Hall County Building Inspections to ensure the proper building codes are met.*
3. *All off-street parking shall meet minimum standards as specified in section [§17.250](#) of the Official Code of Hall County. Parking areas shall be paved with either asphalt or concrete.*
4. *All lighting on the premises shall be of a non-spill type.*
5. *The rear property line adjacent to tax parcel 15044G000029 shall have an undisturbed buffer of 50 feet and it should be shown on the conceptual site plan prior to the Board of Commission meeting on May 25, 2023.*
6. *All Zoning Conditions shall be included in all Construction plans. Standard Development Review process shall be followed.*

Public Forum:

There were no comments in support or opposition.

Summary Analysis

The applicant is requesting approval to amend conditions of zoning on a 7.03± acre Planned Office Development (POD, [17.180.070](#)) for the purpose of developing an office park. The POD zoning was established by the Hall County Board of Commissioners on September 9, 2021 for a proposed daycare center. Per the applicant's narrative, since the 2021 approval the development plans for the parcel have changed, with the original user no longer interested in developing the property as previously described.

When approved in 2021, there were 7 conditions applied to the development:

1. The development shall conform substantially with the proposed narrative, modified as necessary for compliance with the current Hall County development regulations at the time of development.
2. Prior to the issuance of an occupancy permit and business license for the daycare center, the applicant shall work with Hall County Building Inspections to ensure the proper building codes are met.
3. All off-street parking shall meet minimum standards as specified in sections §17.420 and §17.250 of the Official Code of Hall County.
4. All lighting on the premises shall be of a non-spill type.
5. Parking areas shall be paved with either asphalt or concrete.
6. All conditions of zoning shall be made a part of any plat created for the property.
7. Rear property line shall have a buffer of 50 feet of non-disturbed trees.

The submitted site plan and narrative describe the proposed development of the property. Initially, the applicant intends to utilize the buildings identified as Building A (1,500 square feet) and Building B (1,200 square feet) as office space. Future expansion will include the redevelopment of the western portion of the property, including Existing Structure 1 (10,200 square feet) and Existing Structure 2 (10,200 square feet) for additional office area with associated parking (93 proposed) and landscaping.

Based on the future land-use plan, staff finds the requested amendment to conditions of zoning is consistent with the Future Land Use Map designation of a Community Crossroad. Community Crossroads are characterized by clustered commercial development around the intersection of prominent roads.

Zoning Analysis

Per [17.180.070](#), planned office development (POD), a POD should contain orderly, well-designed office and institutional uses upon a site that results in minimum impact upon the surrounding area. The site plans and building designs should produce a development that can be constructed to achieve maximum utilization of space while maintaining a low-intensity office character protected from more intensive commercial and industrial development and protecting any nearby residential uses. Such a development may also include a limited number of residential and commercial uses.

Additionally, all of the general and special requirements for planned developments shall be provided. The following special items shall also be addressed:

1. The site plan shall indicate the proposed size, location, number of stories and estimated number of employees in each office building.
 - a. **The submitted site plan and narrative do not address all of these standards.**

2. The development controls for the district shall be detailed (lot coverage, setbacks, building heights, lot sizes, etc.). If standards are not specifically proposed, then the applicable standards in the office institutional districts (O-I) together with screening and buffer requirements shall apply.
 - a. **Specific development controls have not detailed, though the site plan references the Office Institutional as the current zoning (O-I, [17.130](#)).**
3. If residential uses are proposed in conjunction with the planned office development, then the applicable requirements of the planned residential development district or planned commercial development district shall be provided.
 - a. **No residential uses are proposed as part of the planned office development.**
4. A proposed development schedule and a listing of proposed uses shall be provided.
 - a. **No development schedule was included as part of this request.**

Per Planning Commission and Hall County Commission consideration and decision ([17.380.060](#)), the planning commission shall study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry shall be considered, to wit:

1. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The requested use is consistent with the Community Crossroad future land use designation in the [Comprehensive Plan](#) and existing development along Winder Highway. Properties to the north and south are commercially zoned, while the property to the west is zoned Agricultural-Residential.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **This criteria is not applicable as the current request is to amend the conditions of the existing Planned Office Development (POD, [17.180.070](#)).**
3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **Yes, the current zoning designation of Planned Office Development (POD, [17.180.070](#)) has reasonable economic use as approved, for a daycare center and church.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **While it is difficult to fully assess the impact of a future development, as the property is already zoned for a non-residential use, it is not anticipated that there would be an excessive or burdensome use of the existing streets, transportation facilities, or utilities with an expanded office use.**
5. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use of an office use is consistent with the [Comprehensive Plan's](#) future land use classification of a Community Crossroad. Community Crossroads are characterized by clustered commercial development around the intersection of prominent roads.**
6. The extent to which property values are diminished by the existing zoning restrictions; **Staff has not identified that the existing property values have been impacted by the existing zoning.**

7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned according to a previous request by the applicant.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently developed and as such this question is not applicable.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **There are no known changing conditions affecting the use or development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **This criteria is not applicable as the current request is to amend the conditions of the existing Planned Office Development (POD, [17.180.070](#)).**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed use is not out of scale with the needs of the county as a whole. The subject property is part of a mixed use corridor as identified in the Comprehensive Plan.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support the proposed use based on the Future Land Use Map and existing zoning designations. Because the property is zoned Planned Office Development (POD, [17.180.070](#)) and was approved for a daycare center, the applicant cannot develop the property for an office use without receiving approval from the Hall County Board of Commissioners.**
15. Whether the need for rezoning could be handled instead by a variance request to the [planning commission]; **No, an amendment to the Planned Office Development (POD, [17.180.070](#)) requires approval from the Board of Commissioners.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **There are no significant changes proposed to the site. Further, any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**

17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

17.380.050. - Submission requirements for a rezoning request

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in [chapter 17.30](#) to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **Proposal meets the requirement. Applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
- A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section. **The applicant has submitted a narrative and site plan but did not specifically address the criteria listed in [17.380.060.C](#).**
 - A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets this requirement.**
- C. For any application for a slow rate land treatment system (see [chapter 17.20](#)), the following additional requirements apply. **This standard is not applicable as the site is currently served by either public sewer or an onsite septic system.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **The proposed rezoning is to a non-residential zoning classification. As such, this criteria is not applicable.**

Development Support and Constraints / Departmental Comments

Hall County Environmental Health

In an email dated March 29, 2023, Emily McGahee states "No comment. Public sewer."

Hall County Fire Marshal

An email dated March 31, 2023, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant provided the following comments:

The concept plan as proposed does not meet the following code standards:

1. International Fire Code – Multiple Chapters
2. International Building Code – Multiple Chapters, Descriptive summary of work reads: Provide tenant improvement plan for a proposed office park. See photos in attached PDF of current exterior building conditions, not able to conduct interior inspection of buildings. Are the existing poultry houses going to be converted into commercial buildings or will they be demolished and replaced with new buildings? Fire rated separation, fire protection and fire alarm may be required.

Hall County Public Works and Utilities

In a memo dated February 14, 2023, from Srikanth Yamala, Director of Public Works and Utilities, provided the following comments:

Engineering:

The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage

Traffic:

No comment.

Utilities

City of Oakwood sewer.

Georgia Department of Transportation

In email dated March 24, 2023 from Parker Niebauer, D1TO Traffic Operations Supervisor, confirmed that this project will require GDOT coordination.

➤ Excerpts from the minutes of the April 17, 2023 meeting

Applicant's Presentation:

Randi Doveton, Planning Director, presented a summary of the request.

Joseph Ghabrial, 801 Turnstone Drive, Woodstock, presented the request.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Braswell clarified that the applicant is requesting to change the proposed use of the building to an office park. Ms. Pilcher questioned if there would be an additional slope fill for parking. The applicant stated they would go with whatever is recommended in the conditions of zoning.

Motion: *A motion to approve, with conditions was made by Mr. Sosebee and seconded by Mr. Hunt. Vote: 5-0*

Conditions:

- 1. The development shall occur as depicted on conceptual site plan; Planning Director can approve changes related to topographic or geological conditions provided there is no increase in number of buildings, parking, or square footage proposed and provided no reduction in buffers or landscaping are proposed.*
- 2. Prior to the issuance of an occupancy permit and business license for the office use, the applicant shall work with Hall County Building Inspections to ensure the proper building codes are met.*
- 3. All off-street parking shall meet minimum standards as specified in section [§17.250](#) of the Official Code of Hall County. Parking areas shall be paved with either asphalt or concrete.*
- 4. All lighting on the premises shall be of a non-spill type.*
- 5. The rear property line adjacent to tax parcel 15044G000029 shall have an undisturbed buffer of 50 feet and it should be shown on the conceptual site plan prior to the Board of Commission meeting on May 25, 2023.*
- 6. All Zoning Conditions shall be included in all Construction plans. Standard Development Review process shall be followed.*

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902

RECEIVED

JAN 09 2023

Planning & Zoning Department



ZONING APPLICATION

Applicant (Name & Mailing Address)

MAROUN ADOUN
930 ANTRIM GLEN DR.
HOSCHTON, GA 30548

Phone 404-886-2987

Email Address MACFLOOR@AOL.COM

Proposed Use USE EXISTING BUILDINGS AS OFFICES AND FUTURE USE

Contact Person (Name & Mailing Address)

MAROUN ADOUN
930 ANTRIM GLEN DR.
HOSCHTON, GA 30548

Phone 404-886-2987

Email Address MACFLOOR@AOL.COM

Tax Parcel Number 15044B000009

Location Address 4240 WINDER HWY, FLOWERY BRANCH

Property Owner (Name & Mailing Address)

SAME

Phone

Email Address

Status of Applicant

- ☒ Owner
☐ Option to Purchase
☐ Area Resident
☐ Other

Requested Action

Existing Zoning: PCO

Rezone to: PCP

Fee: \$ 550.00

Receipt #: 859087

Check #: 1060

Acreage 7.51 ±

I hereby certify that the above information and all attached information are true and correct.

Sign Maroun Adoun Date: JAN, 9, 2023

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: 1/9/2023

Tentative Planning Commission Date: 3/6/2023

County Commission District: _____

Taken by: P. W. [Signature]

Tentative County Commission Date: 4/13/2023

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____

I have not ☒ _____

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): N/A

Office: N/A

Dollar Amount: N/A

Date of Contribution: _____

Applicant's/Owner's Signature: Maroun Adouni

Date: 1-9-2023

Applicant's/Owner's Name (Printed): MAROUN ADOUNI

January 4, 2023

To whom it may concern,

My name is Maroun Aoun and I am the owner of the property located at 4240 Winder Hwy, Flowery Branch. I respectfully request that my current zoning be amended to allow for the two (approx. 1500 square foot) structures currently on the property (as seen on the attached survey) remain as productive Office/Institutional space (with proper inspections and meeting all Hall Co. requirements to qualify as such) and the remaining property to be left for future development. My original successful rezoning was to allow for a daycare center, however the user for that project, due to financial situations, had to withdraw. I understand that the property located in the "future development" portion of the survey will have to come before the Hall Co BOC for approval,

Respectfully submitted,

Maroun Aoun

Maroun Aoun

Jan 4, 2023

ORGANIZER

March 6, 2023

To whom it may concern,

My name is Maroun Aoun and I am the owner of the property located at 4240 Winder Hwy, Flowery Branch. In September of 2021 the Co. Commissioners approved my request to rezone the property from AR III to POD with a proposed use as a Day Care Center. Since that time, however, the user has backed out of the deal. After much discussion and guidance from David Webb, Principal Planner, we are now requesting to change the zoning to be able to develop the entire property as a POD as per the attached.

Respectfully submitted,

Maroun Aoun

SITE SUMMARY

SITE AREA = +/- 7.51 ACRES

ZONING = O-I

USE = GENERAL OFFICE

SETBACKS = 30' FRONT
10' REAR
20' SIDE

WATER = CITY OF GAINESVILLE (PUBLIC)

SEWER = HALL COUNTY (PUBLIC)

PARKING SUMMARY- BUILDING A

PARKING REQUIRED -
3.5 SPACES PER 1,000 SF
BUILDING A = 1,500 SF
PARKING REQ = $3.5 \times 1.5 = 5.25$ SPACES

TOTAL PARKING REQUIRED = 5.25 SPACES
TOTAL PARKING PROVIDED = 7 SPACES

HANDICAP SPACES

1 REQUIRED - 1 PROVIDED

PARKING SUMMARY- BUILDING B

PARKING REQUIRED -
3.5 SPACES PER 1,000 SF
BUILDING B = 1,200 SF
PARKING REQ = $3.5 \times 1.2 = 4.2$ SPACES

TOTAL PARKING REQUIRED = 4.2 SPACES
TOTAL PARKING PROVIDED = 8 SPACES

HANDICAP SPACES

1 REQUIRED - 1 PROVIDED

SURVEY REFERENCE

BOUNDARY INFORMATION SHOWN PER SURVEY FOR
DILLARD HUDGINS & KATHERINE RIDLEY PREPARED
BY DWIGHT KILBY, RLS DATED 6-15-1993.

OWNER/DEVELOPER

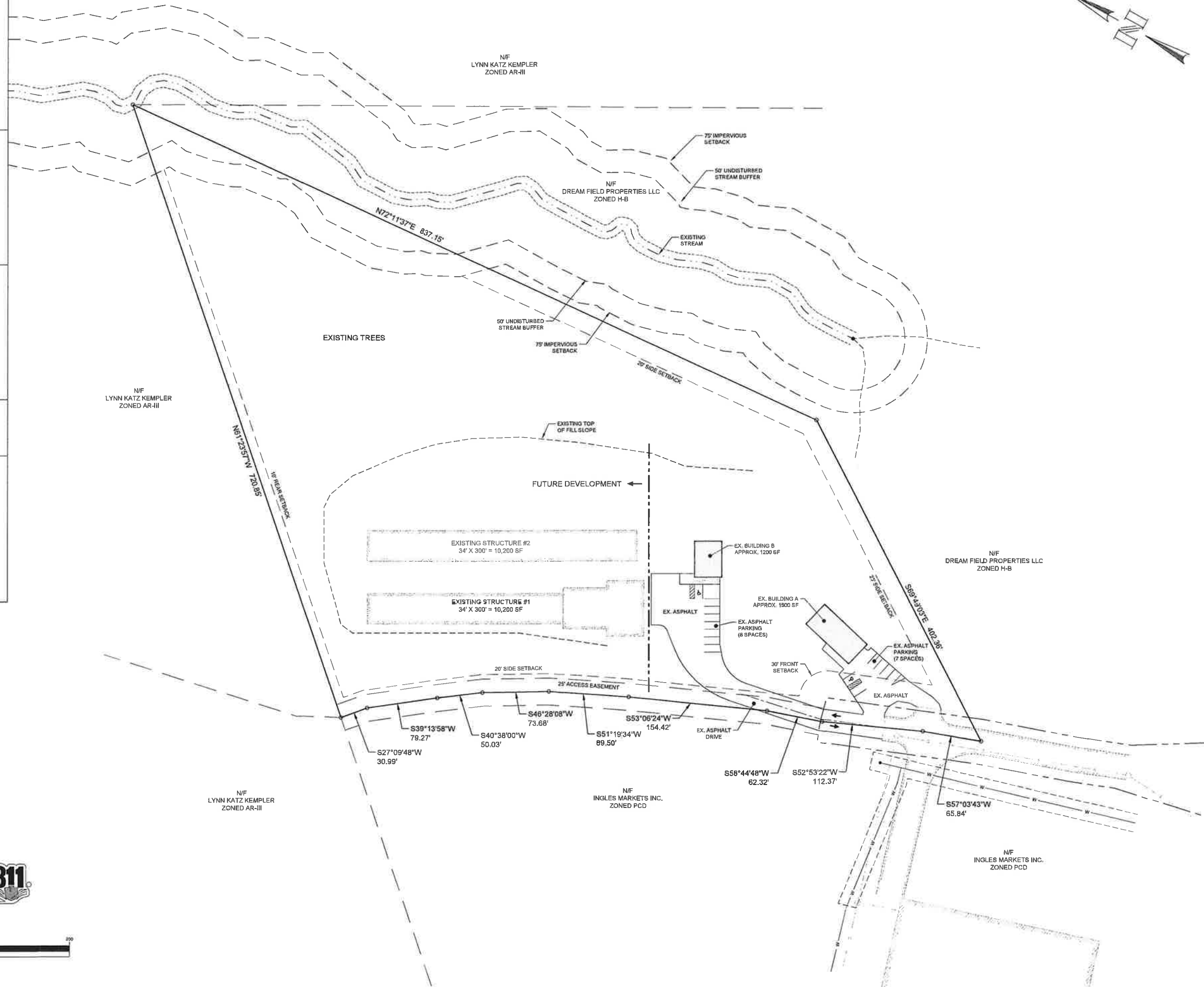
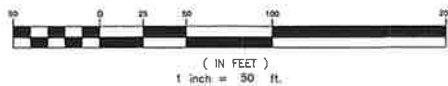
MAROUN AOUM
930 ANTRIM GLEN DR.
HOSCHTON, GA 30548
CONTACT: MAROUN AOUM
PHONE: 404-886-2987

CIVIL ENGINEER

REED PLANNING & DESIGN, INC.
100 OLD DAWSON VILLAGE RD, SUITE 110
DAWSONVILLE, GA 30534
CONTACT: KEVIN REED
PHONE: 706-531-8428



GRAPHIC SCALE



REED
PLANNING & DESIGN

100 Old Dawson Village Rd
Suite 110
Dawsonville, GA 30534
Phone: 706-531-8428

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STAMP

GSWCC LEVEL 2
CERTIFIED DESIGN
PROFESSIONAL
CERTIFICATION NO. 1639
EXPIRES 10/27/2023

JON GOMOLAK
4240 WINDER HIGHWAY
GENERAL OFFICE

PARCEL	15044B000009
LAND LOT	44
DISTRICT	15
CITY	-
COUNTY	HALL
STATE	GEORGIA

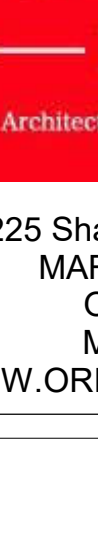
ZONING
EXHIBIT

JOB NUMBER	DATE
21106	7-11-2022

DATE	NO	REVISION

C-1

4240 WINDER HIGHWAY FLOWERY BRANCH

 <p>3225 Shallowford Rd., Suite 920 MARIETTA, GA 30062 O: 678.404.8456 M: 404.542.0838 WWW.ORINATIONDESIGN.COM</p>		
OFFICE PARK		COVER SHEET
4240 WINDER HIGHWAY FLOWERY BRANCH		
Maroun Aoun		
No.	Description	Date
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SITE SUMMARY

SITE AREA = +/- 7.51 ACRES

ZONING = O-I

USE = GENERAL OFFICE

SETBACKS = 30' FRONT
10' REAR
20' SIDE

WATER = CITY OF GAINESVILLE (PUBLIC)

SEWER = HALL COUNTY (PUBLIC)

PARKING SUMMARY- BUILDING A

PARKING REQUIRED -
3.5 SPACES PER 1,000 SF
BUILDING A= 1,500 SF
PARKING REQ= 3.5 x 1.5 = 5.25 SPACES

TOTAL PARKING REQUIRED = 5.25 SPACES
TOTAL PARKING PROVIDED = 7 SPACES

HANDICAP SPACES
1 REQUIRED - 1 PROVIDED

PARKING SUMMARY- BUILDING B

PARKING REQUIRED -
3.5 SPACES PER 1,000 SF
BUILDING B= 1,200 SF
PARKING REQ= 3.5 x 1.2 = 4.2 SPACES

TOTAL PARKING REQUIRED = 4.2 SPACES
TOTAL PARKING PROVIDED = 8 SPACES

HANDICAP SPACES
1 REQUIRED - 1 PROVIDED

SURVEY REFERENCE

BOUNDARY INFORMATION SHOWN PER SURVEY FOR
DILLARD HUDGINS & KATHERINE RIDLEY PREPARED
BY DWIGHT KILBY, RLS DATED 6-15-1993.

OWNER/DEVELOPER

IN-TRANSITION REALTY, INC.
5072 BRISTOL INDUSTRIAL WAY, SUITE C
BUFORD, GA 30518
CONTACT: JON GOMOLAK
PHONE: 678-887-0075

CIVIL ENGINEER

REED PLANNING & DESIGN, INC.
100 OLD DAWSON VILLAGE RD, SUITE 110
DAWSONVILLE, GA 30534
CONTACT: KEVIN REED
PHONE: 706-531-8428

The site plan illustrates a proposed office park development. It features two main buildings, Building A (approx. 1500 SF) and Building B (approx. 1200 SF), with associated parking areas (8 and 7 spaces respectively). The plan includes various setbacks (30' front, 20' side, 75' impervious, 50' undisturbed stream buffer) and shows existing features like trees, a stream, and adjacent properties. Survey data points are provided for the boundaries and setbacks, including bearings and distances such as N72°11'37"E 837.15' and S27°09'48"W 30.99'. The plan also indicates existing buildings and parking areas from neighboring properties.

PARKING NOTES

for offices 1 space per 250 sq

3225 Shallowford Rd., Suite 920
MARIETTA, GA 30062
O: 678.404.8456
M: 404.542.0838
WWW.ORIGATIONDESIGN.COM

OFFICE PARK
4240 WINDER HIGHWAY
FLOWERY BRANCH

PROPOSED SITE PLAN

Maroun Aoun

No.	Description	Date

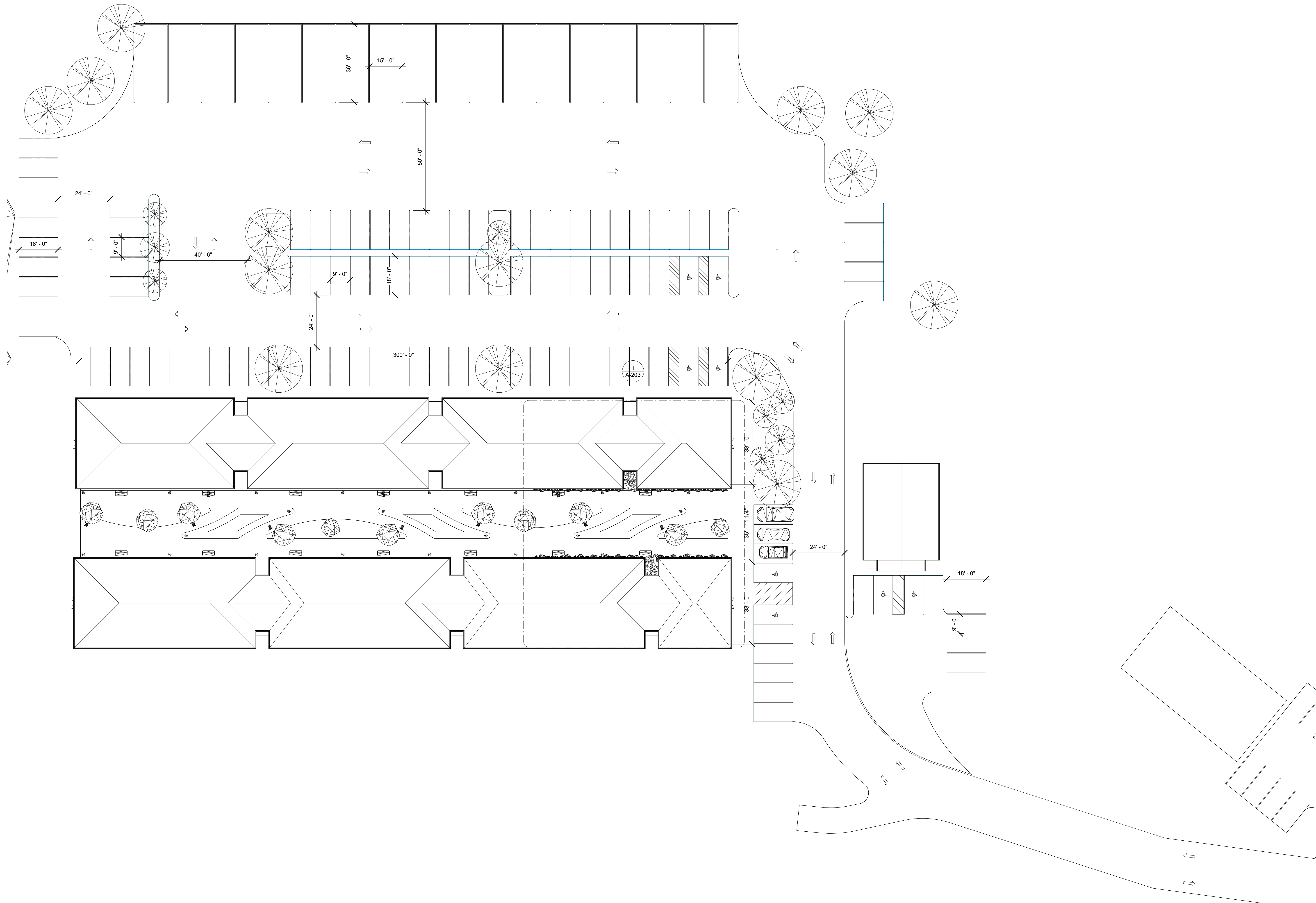
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Project Number	202309
Date	02/27/2023
Drawn By	MM
Checked By	JG

A-200

Scale 1" = 50'-0"

3/2/2023 5:26:11 PM



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OFFICE PARK
4240 WINDER HIGHWAY
FLOWERY BRANCH

SITE PLAN

Maroun Aoun

No.	Description	Date

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Project Number	202309
Date	02/27/2023
Drawn By	MM
Checked By	JG

A-201

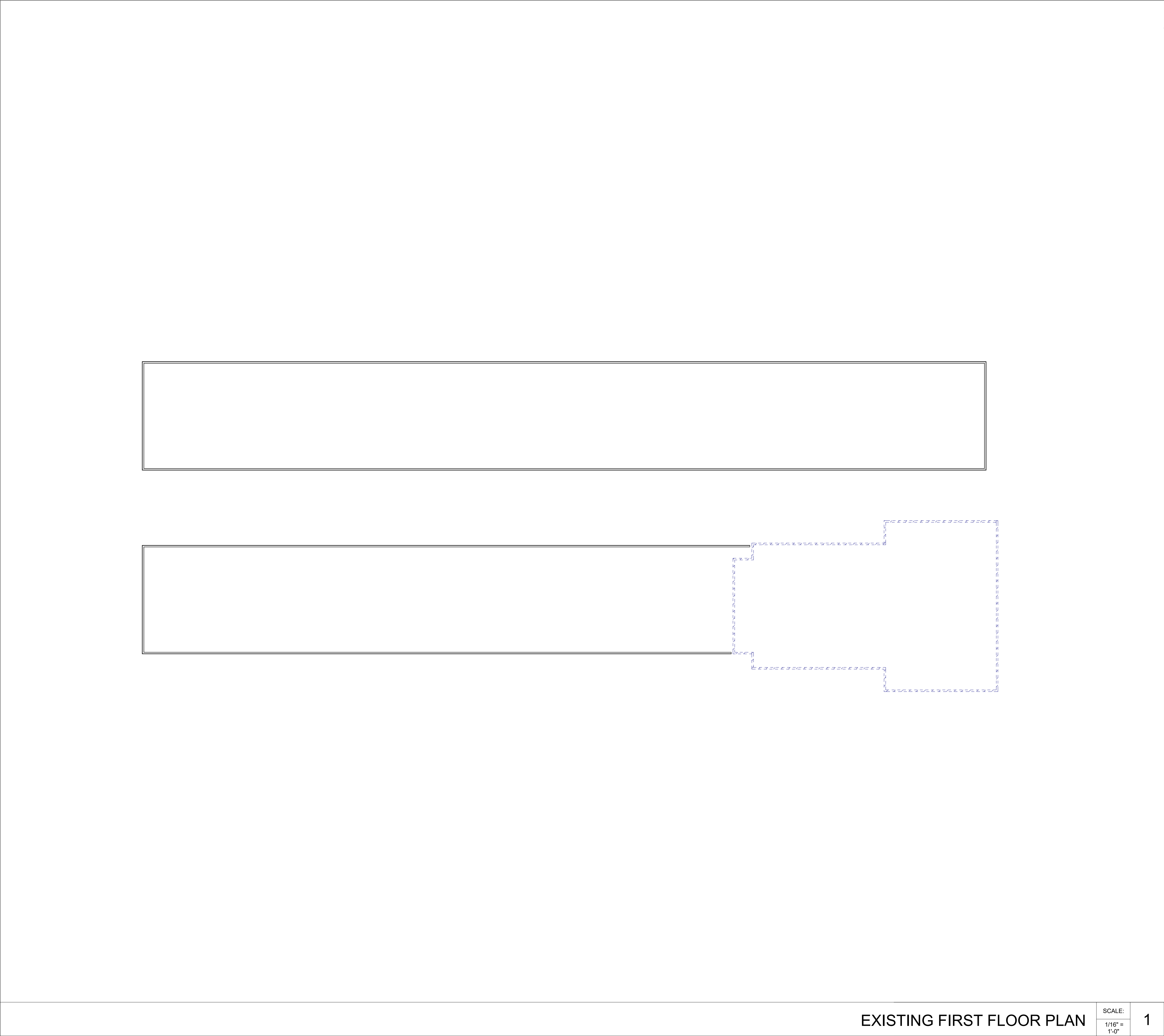
Scale 1" = 20'-0"

site plan

SCALE:
1" = 20'-0"

1

3/2/2023 5:26:13 PM



GENERAL NOTES

1. CONTRACTOR SHALL OBTAIN, READ, AND IMPLEMENT ALL REQUIREMENTS AS SET FORTH BY THE DESIGN AND CONSTRUCTION CRITERIA. SHOULD ANY CRITERIA BE IN CONFLICT WITH THESE PLANS, CONTACT THE ARCHITECT AS SOON AS THE DISCREPANCY IS DETECTED.

2. SEE SHEET K-100 FOR EQUIPMENT, FURNITURE, FIXTURES AND PLUMBING FIXTURES.

3. SEE REFLECTED CEILING PLAN FOR SOFFIT AND LIGHTING INFORMATION.

4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE ON THE CONSTRUCTION DOCUMENTS. DO NOT EVER SCALE DRAWINGS.

5. DIMENSIONS ARE FROM THE FACE OF FINISHED WALL (GWB) TO FACE OF FINISHED WALL (GWB), UNLESS OTHERWISE NOTED ON PLANS.

6. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN SPECIFICATIONS AND/OR INSTRUCTIONS.

7. ALL WORK SHALL BE EXECUTED IN A MANNER ACCEPTABLE TO THE ARCHITECT, OWNER, AND LANDLORD UNLESS NOTED OTHERWISE. THE GENERAL CONTRACTOR SHALL PROVIDE AND PAY ALL LABOR, MATERIALS EQUIPMENTS, TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY, TRANSPORTATION AND OTHER SERVICES AND FACILITIES NECESSARY FOR PROPER AND TIMELY EXECUTION OF WORK.

8. THE CONTRACTOR WARRANT TO THE OWNER AND TO THE ARCHITECT THAT ALL MATERIALS AND EQUIPMENT FURNISHED UNDER THE CONTRACT ARE NEW UNLESS OTHERWISE SPECIFIED, AND THAT ALL WORKS SHALL BE AS SPECIFIED AND FREE OF DEFECTS.

9. ALL OUTSIDE CORNERS AT DRYWALL PARTITION AND FURRING TO HAVE METAL CORNER BEADS SPACKLE AND SMOOTH.

10. PROVIDE DIAGONAL BRACING TO STRUCTURE ABOVE ALL NEW DOORS, GLAZING HEADS AND JAMBS AS REQUIRED TO MAKE ASSEMBLY RIGID.

11. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE FINAL CLEAN UP OF THE AREA OF WORK AND AREA AFFECTED BY CONSTRUCTION. TO INCLUDE BUT NOT LIMITED TO FLOORS, MILLWORK, FIXTURES, ETC. FOLLOWING THE INSTALLATION OF THE MILLWORK.

12. THE GENERAL CONTRACTOR SHALL COORDINATE THE LOCATIONS FOR THE WALL MOUNTED TELEVISIONS AND GRAPHIC SIGNAGE TO PROVIDE BLOCKING FOR MOUNTING.

13. ALL WET/PLUMBING WALLS ARE TO BE PROVIDED WITH MOISTURE RESISTANT GYP. BOARD. UNLESS TILE IS TO BE USED, THEN PROVIDE CEMENT BACKER BOARD.

14. ALL PLUMBING WALLS ARE TO BE 6" METAL STUD FRAMING. PROVIDE REQUIRED BLOCKING FOR WALL MOUNTED FIXTURES, GRAB BARS, SHELVING, CABINETRY, ETC.

15. THERE SHALL BE NO PENETRATIONS TO A DEMISING WALL, UNLESS OTHERWISE NOTED. IF PENETRATIONS ARE TO BE NOTED, THEN ALL PENETRATIONS INCLUDING CONDUITS, PIPES, DUCTWORK, ETC. SHALL BE UL RATED PER CURRENT CODE REQUIREMENTS.

16. NO PLUMBING IS ALLOWED IN DEMISING WALLS. FURR OUT AS REQUIRED.

17. INSTALL FULL THICKNESS BATT INSULATION CONTINUOUS TO ROOF DECK IN ALL WALL SEPARATING REST ROOMS FROM ADJACENT CONVENIENCE STORE AREAS. INSULATION TO BE NON-COMBUSTIBLE, BEARING THE UL CLASSIFICATION MARKING

18. BRACE STUDS ABOVE CEILING AS REQUIRED TO PROVIDE RIGID WALLS THROUGHOUT. SEE STRUCTURAL DRAWINGS

19. ALL CABINETS IN FAST-FOOD AREA, INCLUDING COFFEE BAR AND SALES COUNTER, TO HAVE SOLID TOP WITH METAL SIDES PAINTED AND KICK PLATE BASE PAINTED "BLACK"

20. USE FDA APPROVED FOOD GRADE CLEAR CAULKING BETWEEN COUNTERTOPS AND WALLS AND WHERE REQUIRED PER LOCAL AND COUNTY HEALTH DEPARTMENT REQUIREMENTS


21. GENERAL CONTRACTOR SHALL COORDINATE WITH THE EQUIPMENT AND DRYWALL INSTALLERS TO ENSURE THAT ALL ELECTRICAL WIRING, WATER LINES AND REFRIGERATION LINES HAVE BEEN INSTALLED PROPERLY ON ALL EQUIPMENT PRIOR TO THE HANGING OF ANY DRYWALL. SEE THE CIRCLE K PROJECT MANAGER FOR ANY EQUIPMENT LOCATION CLARIFICATIONS.

22. ALL INSULATION SHALL NOT BE EXPOSED TO VIEW FROM INSIDE SALES FLOOR AREA

SCALE:

1/16" = 1'-0"

1



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OFFICE PARK

4240 WINDER HIGHWAY
FLOWERY BRANCH

EXISTING FIRST FLOOR PLAN

Maroun Aoun

No.	Description	Date

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Project Number	202309
Date	02/27/2023
Drawn By	MM
Checked By	JG

A-202

Scale 1/16" = 1'-0"

3/2/2023 5:26:14 PM



ENLARGED PROPOSED FLOOR PLAN

SCALE:
3/16" =
1'-0"

1



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OFFICE PARK
4240 WINDY HIGHWAY
FLOWERY BRANCH
ENLARGED PROPOSED FLOOR
PLAN

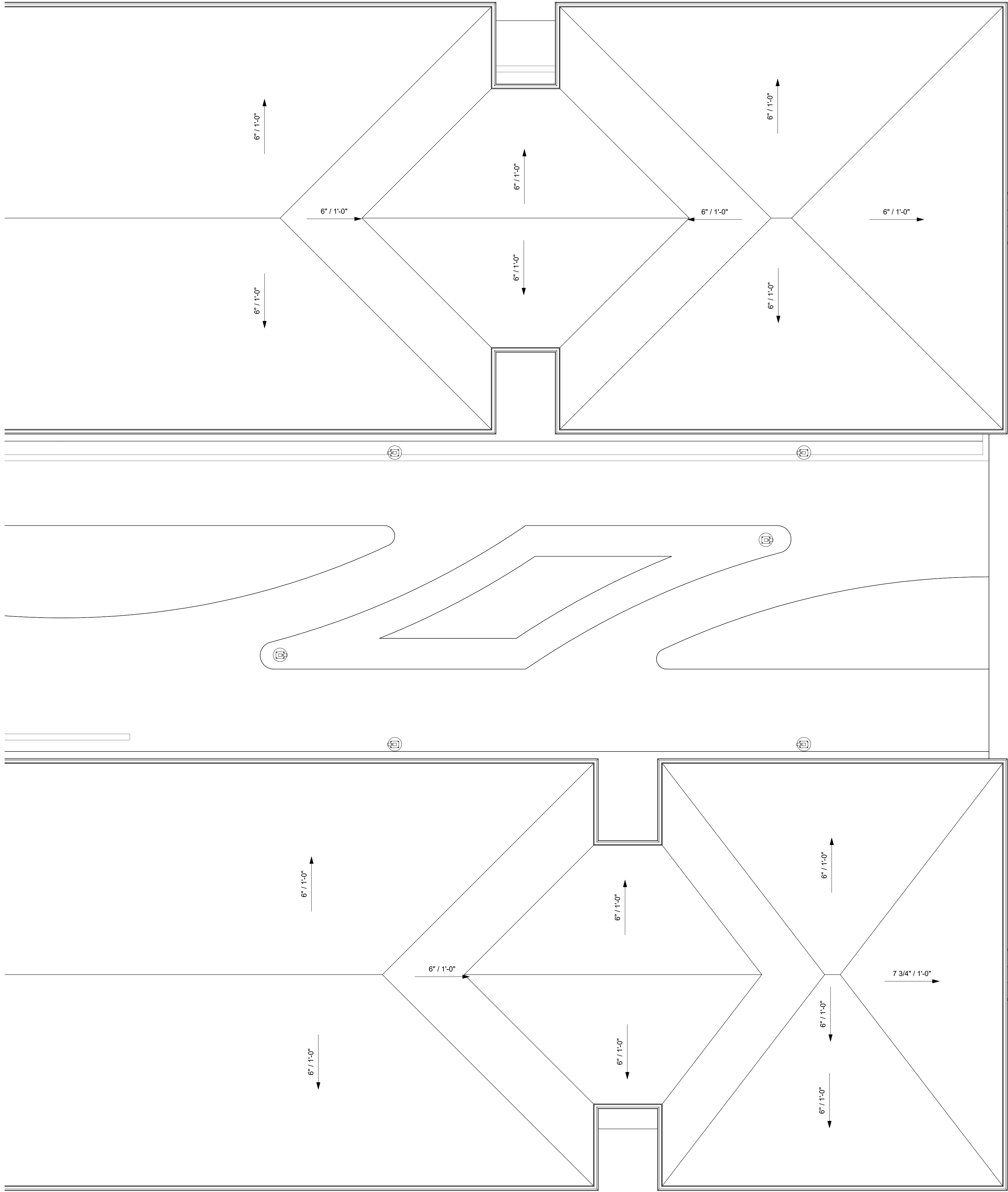
Maroun Aoun

No.	Description	Date

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Project Number	202309
Date	02/27/2023
Drawn By	MM
Checked By	JG

A-203
Scale 3/16" = 1'-0"



ENLARGED ROOF PLAN

SCALE:
3/16" =
1'-0"

1



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OFFICE PARK
4240 WINDER HIGHWAY
FLOWERY BRANCH

ROOF PLAN

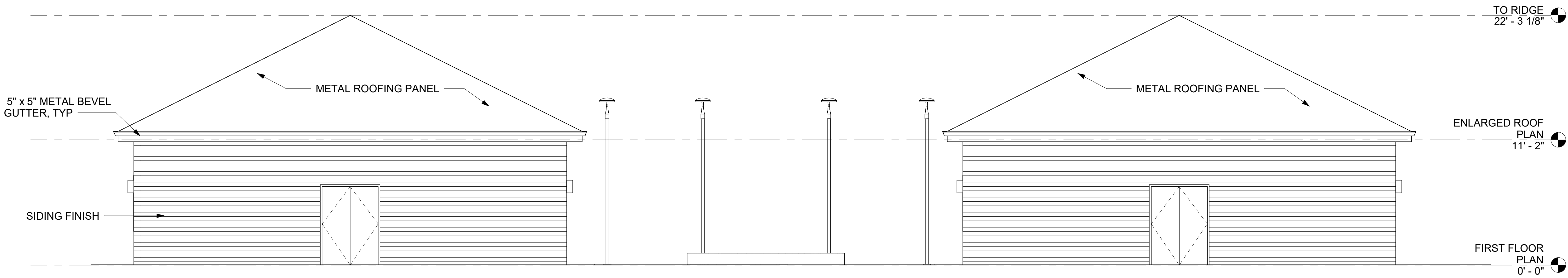
Maroun Aoun

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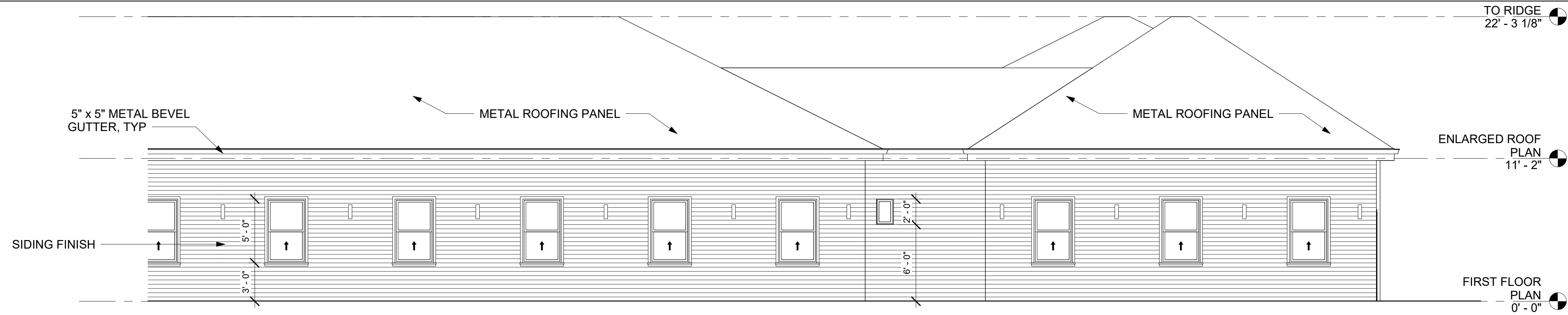
A-400
Scale 3/16" = 1'-0"



Elevation 1 - a

SCALE:
3/16" = 1'-0"

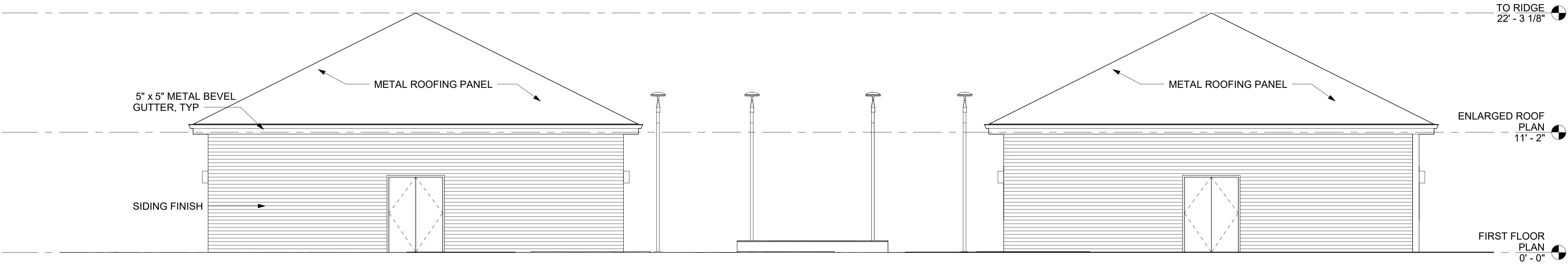
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Elevation 2 - a

SCALE:
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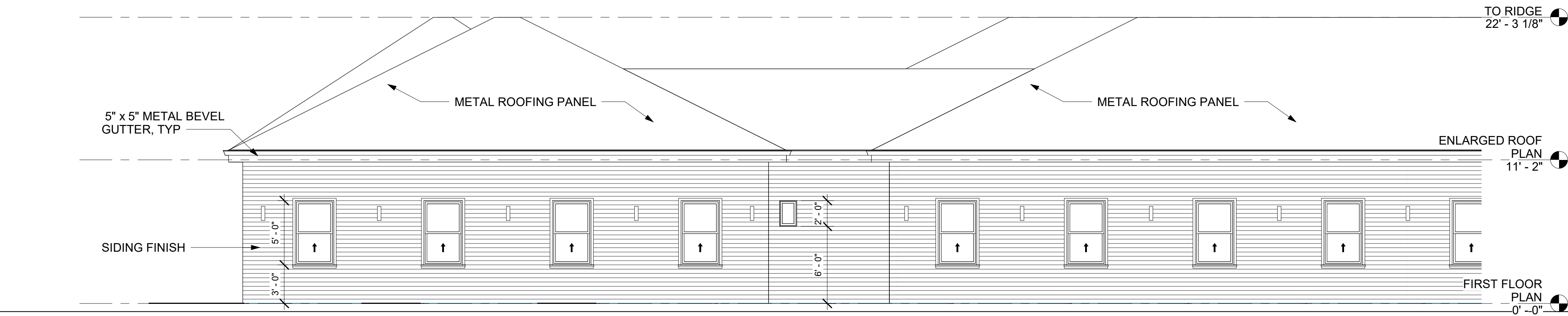
2



Elevation 3 - a

SCALE:
3/16" = 1'-0"

3



Elevation 4 - a

SCALE:
3/16" = 1'-0"

4



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ELEVATIONS

Maroun Aoun

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Project Number 202309
Date 02/27/2023
Drawn By MM
Checked By JG

A-500
Scale 3/16" = 1'-0"



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OFFICE PARK
4240 WINDER HIGHWAY
FLOWERY BRANCH

3D SHOTS

Maroun Aoun

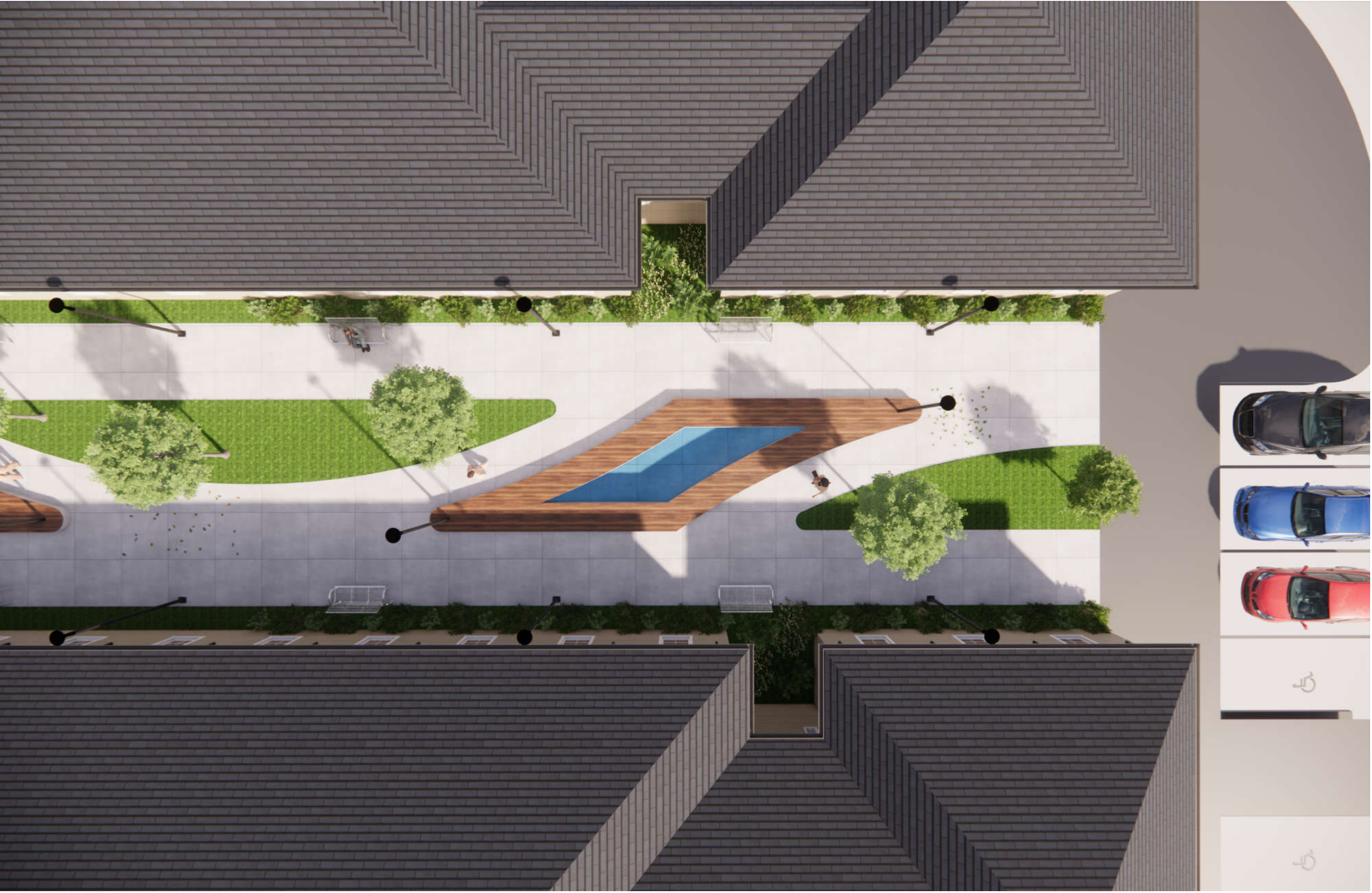
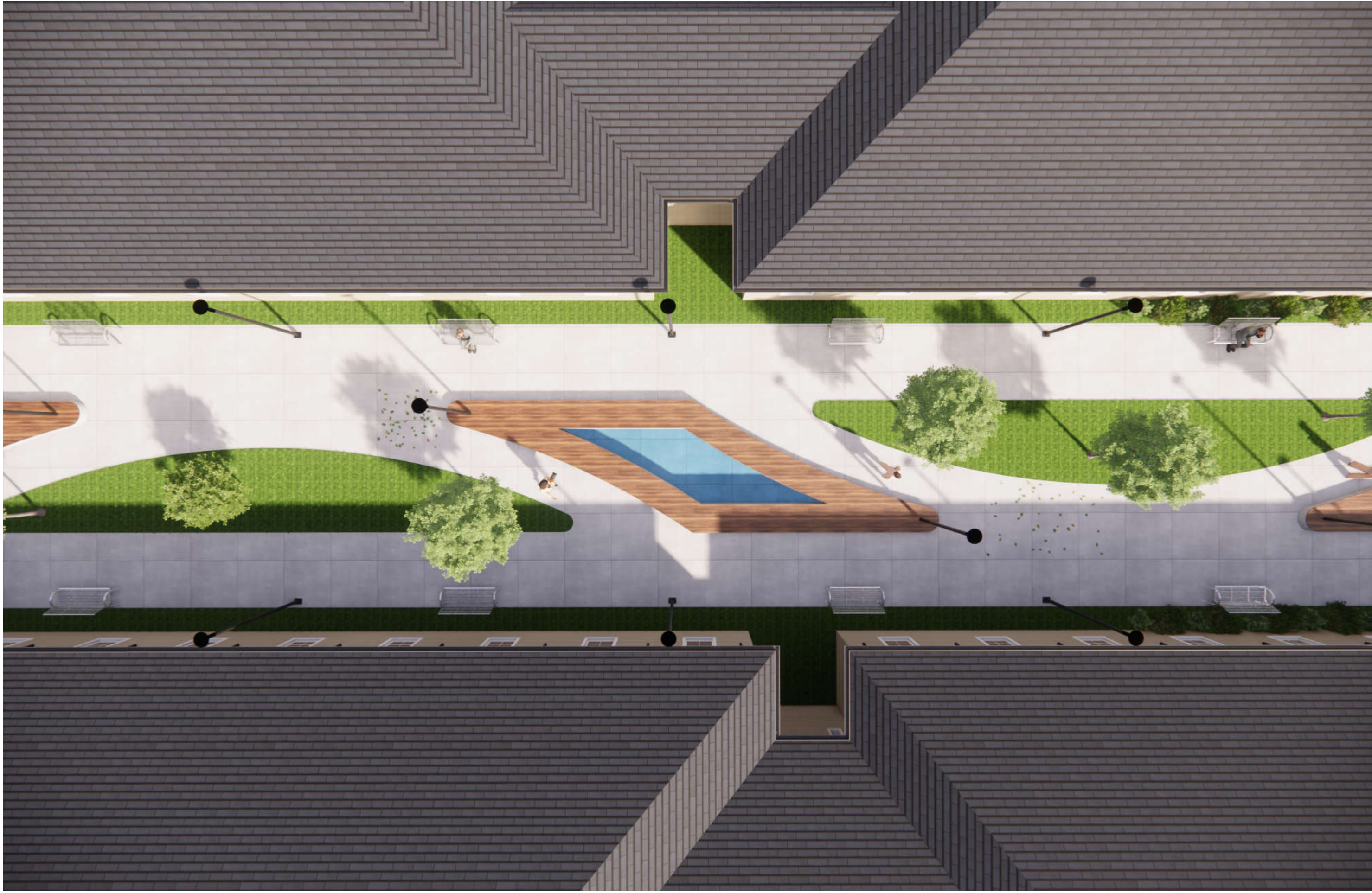
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Project Number 202309
Date 02/27/2023
Drawn By MM
Checked By JG

A-600

Scale



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OFFICE PARK
4240 WINDER HIGHWAY
FLOWERY BRANCH

3D SHOTS

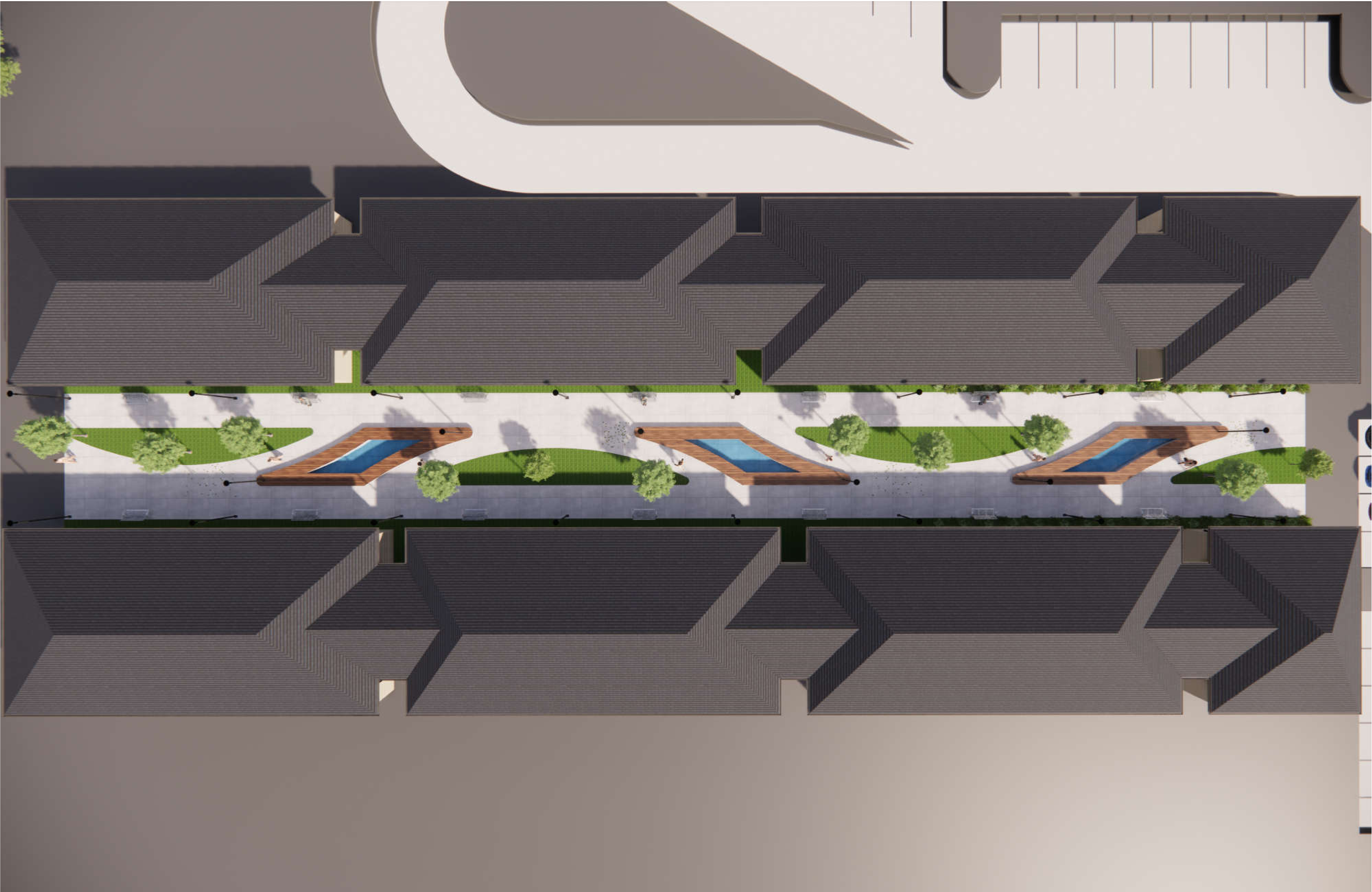
Maroun Aoun

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Project Number 202309
Date 02/27/2023
Drawn By MM
Checked By JG

A-601
Scale



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OFFICE PARK
4240 WINDER HIGHWAY
FLOWERY BRANCH

3D SHOTS

Maroun Aoun

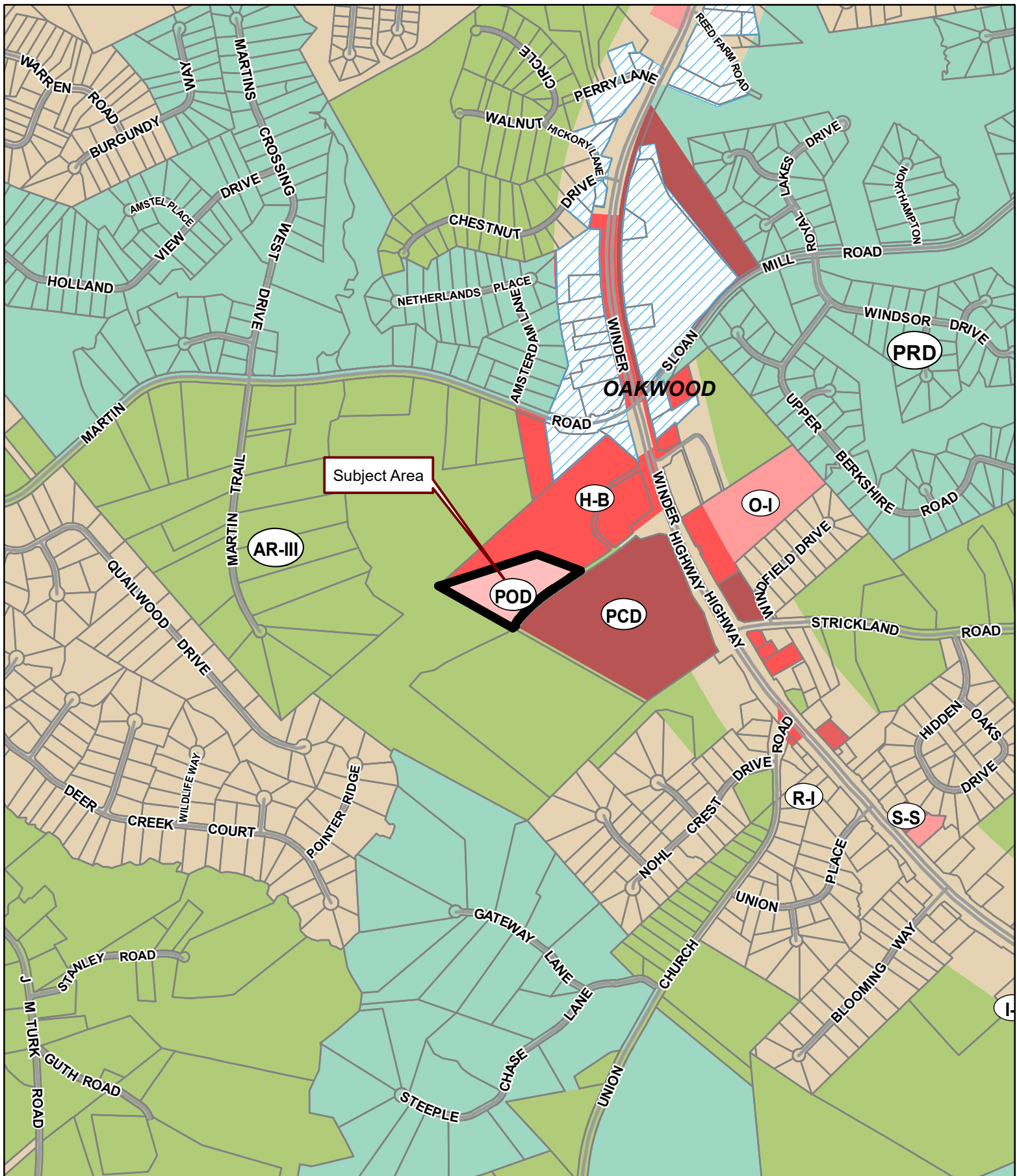
No.	Description	Date

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Project Number	202309
Date	02/27/2023
Drawn By	MM
Checked By	JG

A-602

Scale



Applicant: MAROUN AOUN

Tax Parcel #: 15044B000009

Location: 4240 WINDER HIGHWAY, FLOWERY BRANCH, GA 30542

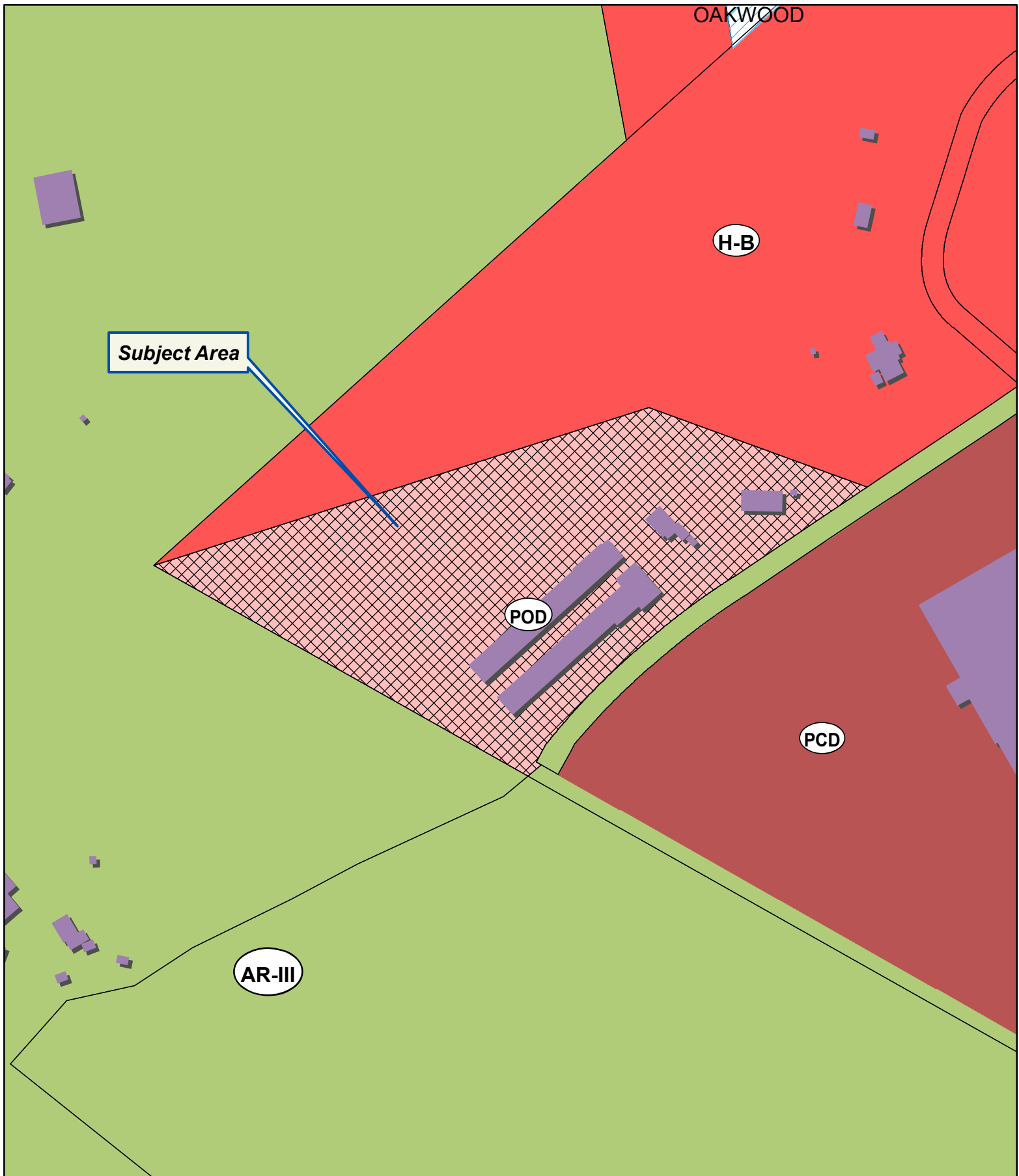
Commission District 1

PC Mtg. Date: 04/17/2023

0 300 600 1,200
Feet

- Zoning Boundary
- ▭ City Limits
- ▭ Subject Area
- ▭ Structure





Applicant: MAROUN AOUN

Tax Parcel #: 15044B000009

Location: 4240 WINDER HIGHWAY, FLOWERY BRANCH, GA 30542

Commission District 1

PC Mtg. Date: 04/17/2023

0 50 100 200
Feet

- Zoning Boundary
- City Limits
- Subject Area
- Structure





Applicant: MAROUN AOUN

Tax Parcel #: 15044B000009

Location: 4240 WINDER HIGHWAY, FLOWERY BRANCH, GA 30542

Commission District 1

PC Mtg. Date: 04/17/2023

0 50 100 200
Feet

— Zoning Boundary
— City Limits
— Subject Area



Type: DEED Book: 07582 Page: 00464

When Recorded Return To
Heather Townsend
National Commercial Services
First American Title Insurance Company
Six Concourse Parkway, Ste 2000
Atlanta, GA 30328
CEIF2015

Recording Request by:
CHURCH EXTENSION INVESTORS
FUND, INC

And when recorded mail to:
CHURCH EXTENSION INVESTORS
FUND, INC.
9401 E STOCKTON BLVD, STE 240
ELK GROVE, CA 95624

FILED
HALL CO., GA

15 SEP 10 AM 10:22

CHARLES BAKER, CLERK
SUPERIOR STATE COURT

BY JW
pgs 464-468

018870

BK 7582
000464

Mail Tax Statements to.

SAME AS ABOVE

HALL COUNTY, Georgia
Real Estate Transfer Tax

Paid \$ - 0 -

Date 9-10-15

Charles Baker
Superior Court Clerk

By JW

9761 069-2015-005995

Space above this line for Recorder's use

The grantee ☐ was ☐ was not the foreclosing
beneficiary.

The amount of consideration paid by grantee is \$0.00

The amount of the debt with accrued interest is

\$653,742.59

Documentary transfer tax due is: \$

**GRANT DEED
IN LIEU OF FORECLOSURE**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THE KOREAN PRESBYTERIAN CHURCH OF SAE SOON, INC.**

Hereby GRANT(S) to **CHURCH EXTENSION INVESTORS FUND, INC.**

THE LAND DESCRIBED HEREIN, SITUATED IN THE STATE OF GEORGIA, COUNTY OF HALL, AND IS DESCRIBED AS FOLLOWS:

All that tract or parcel of land lying and being in the Clincham GMD 392 District, Hall County, Georgia, as shown on plat of survey entitled "Survey for Dillard Hudgins & Katherine Ridley", dated June 15, 1993, by Dwight Kilby, Georgia Registered Land Surveyor, and recorded Plat Slide 392, Page 12A, Hall County, Georgia records, which plat is incorporated herein and made a part hereof by reference, being known as 4240 Wiader Highway by the present system of numbering houses in Hall County, Georgia. Also included herewith is the right of ingress and egress over the existing road which leads Westerly from Highway 53 to the above-described property.

THIS DEED IS AN ABSOLUTE CONVEYANCE, THE GRANTOR(S) HAVING FINANCED SAID LAND TO THE GRANTEE(S) FOR A FAIR AND ADEQUATE CONSIDERATION, SUCH CONSIDERATION, IN ADDITION TO THAT ABOVE RECITED, BEING FULL SATISFACTION OF ALL OBLIGATIONS SECURED BY THE SECURITY DEED EXECUTED BY THE KOREAN

Type: DEED Book: 07582 Page: 00465

000465

PRESBYTERIAN CHURCH OF SAE SOON, INC. TO CHURCH EXTENSION INVESTORS FUND, INC., AS RECORDED IN THE STATE OF GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT AUGUST 24, 2012, RECORDED IN DEED BOOK 7051, PAGES 468 THROUGH 480.

GRANTOR(S) DECLARE(S) THAT THIS CONVEYANCE IS FREELY AND FAIRLY MADE, AND THAT THERE ARE NO AGREEMENTS, ORAL OR WRITTEN, OR OTHER THAN THIS DEED BETWEEN GRANTOR(S) AND GRANTEE(S) WITH RESPECT TO SAID LAND.

Dated 8/31/15

THE KOREAN PRESBYTERIAN CHURCH
OF SAE SOON, INC.

BY: [Signature]
Sung E Park, President/Trustee

Unofficial Witness:

[Signature]
James Harmon

BY: [Signature]
[Name], Trustee

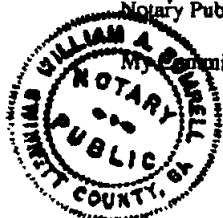
WILLIAM A. SUMRELL
NOTARY PUBLIC STATE
STATE OF _____
OF GEORGIA
GWINNETT COUNTY
COUNTY OF _____
MY COMMISSION EXPIRES
4-2-2017

On this 31 day of Aug, 2015 before me, the undersigned Notary Public, personally appeared Sung E Park, President/Trustee and Sun E Park, Trustee of The Korean Presbyterian Church of Sae Soon, Inc., and known to me to be officer or designated agent of the corporation that executed the Grant Deed in Lieu of Foreclosure to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its governing body, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Grant Deed in Lieu of Foreclosure and in fact executed the Grant Deed in Lieu of Foreclosure on behalf of the corporation.

By: [Signature]
(Notary Signature)

William Allen Sumrell
(Printed Name)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



Notary Public in and for the State of _____, County of OF GEORGIA
GWINNETT COUNTY
MY COMMISSION EXPIRES
4-2-2017

07051
00466

000466

First American Title Insurance Company
National Commercial Services
1125 Seventeenth Street, Suite 780
Denver, Colorado 80202

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 24 day of Aug
20 12 at 9:44 AM. Recorded in Deed
Book 7051 Page(s) 466-467
Charles Baker, Clerk By jc

QUITCLAIM DEED

019196

STATE OF Georgia

Gwinnett County

THIS INDENTURE, made this 1st day of June in the year 2012, Jeong Mi Park of the first part, and The Korean Presbyterian Church of Sae Soon, Inc. of the second part,

WITNESSETH: That the said party of the first part for and in consideration of the sum of \$10.00 Dollars, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release, and forever quit-claim to the said party of the second part, their heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said party of the second party, their heirs and assigns, so that neither the said party of the first part nor their heirs, nor any other person or persons claiming under Jeong Mi Park shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and affixed their seal this the day and year above written.

Signed, sealed and delivered in presence of

Witness

Notary Public

Jeong Mi Park

(Seal)

HALL COUNTY, Georgia
Real Estate Transfer Tax

Paid \$ 160.70

Date 8-24-12

Charles Baker
Superior Court Clerk

By jc

PT&T 069-2012003580



07051
00467

000467

EXHIBIT 'A'

All that tract or parcel of land lying and being in the Clinch GMD 392 District, Hall County, Georgia, as shown on a plat of survey entitled "Survey for Dillard Hudgins & Katherine Ridley", dated June 15, 1993, by Dwight Kilby, Georgia Registered Land Surveyor, and recorded Plat Slide 392, Page 12A, Hall County, Georgia records, which plat is incorporated herein and made a part hereof by reference, being known as 4240 Winder Highway by the present system of numbering houses in Hall County, Georgia.

Also included herewith is the right of ingress and egress over the existing road which leads westerly from Highway 53 to the above-described property.

Type: DEED Book: 07582 Page: 00466

000466

**ESTOPPEL AFFIDAVIT
(CORPORATION)**

STATE OF GEORGIA**COUNTY OF HALL**

SUNG E PARK, being first duly sworn, each for himself, deposes and says: That he is the PRESIDENT and respectively, of THE KOREAN PRESBYTERIAN CHURCH OF SAE SOON, INC., the corporation which made, executed, and delivered that certain Security Deed to CHURCH EXTENSION INVESTORS FUND, INC. dated June 1, 2012, conveying the following described property, to-wit:

All that tract or parcel of land lying and being in the Clincham GMD 392 District, Hall County, Georgia, as shown on plat of survey entitled "Survey for Dillard Hudgins & Katherine Ridley", dated June 15, 1993, by Dwight Kilby, Georgia Registered Land Surveyor, and recorded Plat Slide 392, Page 12A, Hall County, Georgia records, which plat is incorporated herein and made a part hereof by reference, being known as 4240 Winder Highway by the present system of numbering houses in Hall County, Georgia. Also included herewith is the right of ingress and egress over the existing road which leads Westerly from Highway 53 to the above-described property.

That they make this affidavit for and on behalf of said corporation pursuant to a resolution of its Board of Directors.

That the aforesaid Security Deed is intended to be and is an absolute conveyance of the title to said premises to the grantee named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of said corporation as grantor in said deed and by said deed said corporation did convey to the grantee therein all of its right, title and interest absolutely in and to said premises; that possession of said premises has been surrendered to the grantee;

That in the execution and delivery of said deed said corporation was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily, and was not acting under coercion or duress; that the consideration for said deed was and is payment to said corporation of the sum of \$653,742.59 by grantee and the full cancellation of all debts, obligations, costs, and charges secured by that certain Security Deed heretofore existing on said property, executed by THE KOREAN PRESBYTERIAN CHURCH OF SAE SOON, INC., Grantor, CHURCH EXTENSION INVESTORS FUND, INC, Lender/Grantee, dated June 1, 2012, and as recorded in the State of Georgia, Hall County, Clerk Superior Court, August 24, 2012, Deed Book 7051, Pages 468 through 480, and the Reconveyance of said property under said Security Deed; that at the time of making said deed said corporation believed, and affiants as officers of said corporation, believed and now believe that the aforesaid consideration therefor represents the fair value of the property so deeded;

Type: DEED Book: 07582 Page: 00467

000467

That the aforesaid deed was made by the undersigned as the result of their request that the grantee accept such deed and was their free and voluntary act; that at the time of making said deed, these affiants believed and still believe that the Security Deed indebtedness above-mentioned represented a fair value of the property so deeded; that said deed was not given as a preference against any other creditors of these affiants, that at the time it was given there were no persons, firms or corporations other than the grantee therein named interested either directly or indirectly in said premises, that these affiants are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that these affiants are not obligated upon any bond or other lien whereby any lien has been created or exists against the premises described in said Security Deed; and that these affiants are offered to execute the aforesaid deed to the grantee therein and in executing same, were not acting under any duress, undue influence, misapprehension or misrepresentation by the grantee in said deed, or the agent or attorney or any other representative of the grantee in said deed, and that it was the intention of these affiants as grantors in said deed to convey and by said deed these affiants do convey to the grantee therein all their right, title and interest absolutely in and to the premises described in said deed;

This affidavit and estoppel certificate is made for the protection and benefit of the grantee in said deed, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described;

That affiants, and each of them, will testify, declare, depose, or certify before any competent tribunal, officer or person, in any case now pending or which may hereafter be instituted to the truth of the particular facts hereinabove set forth;

That said affiants have executed this affidavit and estoppel certificate as individuals, and also for and on behalf of said corporation pursuant to authority of the Board of Directors of said corporation.

THE KOREAN PRESBYTERIAN CHURCH
OF SAE SOON, INC.

By. 
Sung E Park, President

Unofficial Witness:


James Harmon

392p12A

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE PART IN 100,000. THE FIELD DATA WAS OBTAINED BY A TOTAL STATION AND THE ADJUSTED USING THE METHOD OF LEAST SQUARES.

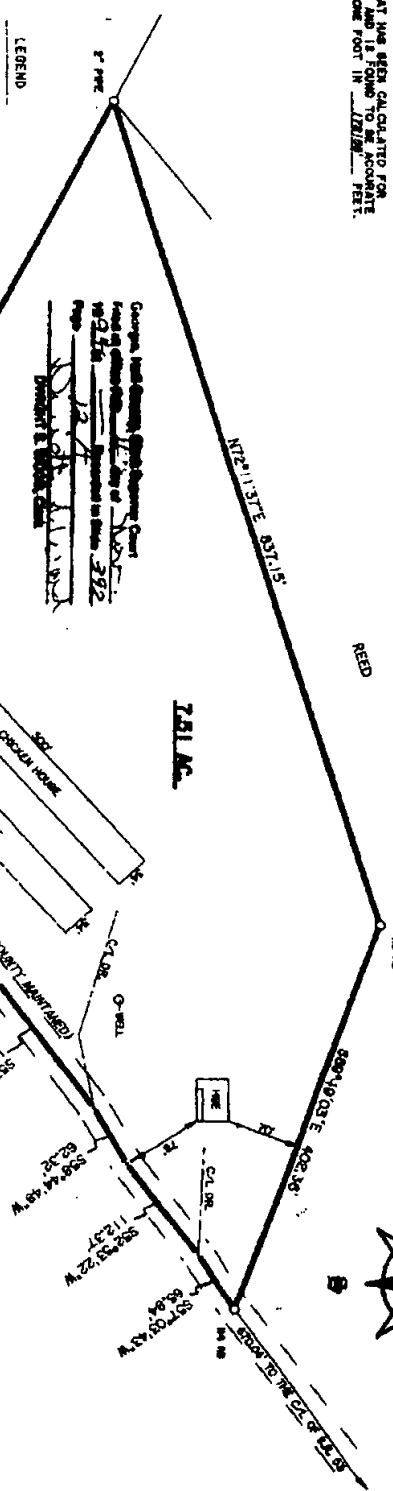
EQUIPMENT USED FOR MEASUREMENT:
TOTAL STATION
LEICA

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 172,128 FEET.

THIS SURVEY IS SUBJECT TO ANY FACTS ACCURATE WITHIN THE RECORD.

THIS SURVEY IS SUBJECT TO ANY RIGHT-OF-WAY, EASEMENTS, AND ENCUMBRANCES NOT SHOWN HEREON.

THIS RESIDENCE IS NOT IN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO THE FLOOD HAZARD MAP OF THE COUNTY COMMISSION. AREA OF FLOODING IS SHOWN.



Georgia and Alabama State Survey Commission
Survey of the State of Georgia
1921
Plat 12A
Dwight K. Lutz, Surveyor

- LEGEND
- C.L. - CENTER LINE
 - R.W. - RIGHT-OF-WAY
 - I.P.F. - IRON PIN FOUND
 - P.P. - PROPERTY LINE
 - B.L. - BUILDING LINE
 - S.F. - FENCE
 - R.E. - RESIDENCE
 - F.H. - FIRE HYDRANT
 - D.E. - DITCH EASEMENT
 - A. - CALCULATED POINT



DWIGHT K. LUTZ, R.S. 6595-8030

RECORDING PERMIT
BY [Signature]
HALL COUNTY PLANNING COMMISSION
Date of Issue

DELANO HIGGINS &
KATHERINE ROLEY
CLMD-392 OF THE HEADRIGHTS SECT.
HALL COUNTY, GEORGIA
DATE 6/15/83 SCALE: 1"=100'
JOSH83000 DRAWING83000

07051
00468

000468

019197

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 24 day of Aug
20 12 at 9:44 AM. Recorded In Deed
Book 7051 Page(s) 468-480
Charles Baker, Clerk By gc

RECORDATION REQUESTED BY:
Church Extension Investors Fund, Inc.
45 South Park Boulevard, Suite 203
Glen Ellyn, IL 60137

WHEN RECORDED MAIL TO:
Church Extension Investors Fund, Inc.
45 South Park Boulevard, Suite 203
Glen Ellyn, IL 60137

First American Title Insurance Company
National Commercial Services
1125 Seventeenth Street, Suite 750
Denver, Colorado 80202

SEND TAX NOTICES TO:
The Korean Presbyterian Church of Sae Soon, Inc.
4240 Winder Highway
Flowery Branch, GA 30542

SECURITY DEED

MAXIMUM LIEN. The lien of this Security Deed shall not exceed at any one time \$728,656.25.

THIS SECURITY DEED dated June 1, 2012, is made and executed between The Korean Presbyterian Church of Sae Soon, Inc., a Georgia nonprofit corporation (referred to below as "Grantor") and Church Extension Investors Fund, Inc., whose address is 45 South Park Boulevard, Suite 203, Glen Ellyn, IL 60137 (referred to below as "Lender"). Maturity Date June 1, 2032

GRANT OF SECURITY DEED. FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Lender resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, bargains, conveys, transfers, assigns and sells to Lender all of Grantor's right, title, and interest in and to the following described real property. The Real Property is located in Hall County, State of Georgia and is described as follows:

All that tract or parcel of land lying and being in the Clincham GMD 392 District, Hall County, Georgia, as shown on plat of survey entitled "Survey for Dillard Hudgins & Katherine Ridley", dated June 15, 1993, by Dwight Kilby, Georgia Registered Land Surveyor, and recorded Plat Slide 392, Page 12A, Hall County, Georgia records, which plat is incorporated herein and made a part hereof by reference, being known as 4240 Winder Highway by the present system of numbering houses in Hall County, Georgia. Also included herewith is the right of ingress and egress over the existing road which leads Westerly from Highway 53 to the above-described property.

TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto, (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof, (iii) all Rents accruing therefrom, whether now or hereafter due, (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof, (vi) all estates, rights, title and interest therein, or in any part or parcel thereof, (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof, and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof

The Real Property or its address is commonly known as 4240 Winder Highway, Flowery Branch, GA 30542.

THIS SECURITY DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$620,000.00, THE RELATED DOCUMENTS, AND THIS SECURITY DEED. IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY DESCRIBED IN THIS SECURITY DEED PURSUANT TO O.C.G.A. 44-14-80 AND TO AGREE THAT TITLE SHALL NOT REVERT TO GRANTOR FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF THIS SECURITY DEED. HOWEVER, NOTHING IN THIS PARAGRAPH WILL IMPAIR LENDER'S RIGHTS TO COLLECTION OF THE INDEBTEDNESS AND FORECLOSURE OF THE SECURITY INTEREST IF THE INDEBTEDNESS IS NOT REPAYED WHEN DUE. THIS SECURITY DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Security Deed, Grantor shall pay to Lender all amounts secured by this Security Deed as they become due and shall strictly perform all of Grantor's obligations under this Security Deed and the Related Documents

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be

**SECURITY DEED
(Continued)**

Loan No: 2444-900

Page 2

governed by the following provisions

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property, (2) use, operate or manage the Property, and (3) collect the Rents from the Property

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property, (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters, and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property, and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Security Deed. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Security Deed or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Security Deed, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Security Deed and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scone, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Security Deed.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Security Deed upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest in the Property, whether legal, beneficial or equitable, whether voluntary or involuntary, whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Georgia law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Security Deed.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Security Deed, except for those liens specifically agreed to in writing by

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RECORDATION REQUESTED BY:

Church Extension Investors Fund, Inc.
45 South Park Boulevard, Suite 203
Glen Ellyn, IL 60137

First American Title Insurance Company
National Commercial Services
1125 Seventeenth Street, Suite 750
Denver, Colorado 80202

WHEN RECORDED MAIL TO:

Church Extension Investors Fund
45 South Park Boulevard, Suite
Glen Ellyn, IL 60137

SEND TAX NOTICES TO:

The Korean Presbyterian Church of Sae Soon, Inc.
4240 Winder Highway
Flowery Branch, GA 30542

GEORGE, HALL COUNTY, CLERK SUPERIOR COURT

Filed in office, this 24 day of Aug.
20 12 at 9:44 AM. Recorded in Deed
Book 7051 Page(s) 481-485
Charles Baker, Clerk By jc

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated June 1, 2012, is made and executed between The Korean Presbyterian Church of Sae Soon, Inc., a Georgia nonprofit corporation (referred to below as "Grantor") and Church Extension Investors Fund, Inc., whose address is 45 South Park Boulevard, Suite 203, Glen Ellyn, IL 60137 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Hall County, State of Georgia and is described as follows:

All that tract or parcel of land lying and being in the Clincham GMD 392 District, Hall County, Georgia, as shown on plat of survey entitled "Survey for Dillard Hudgins & Katherine Ridley", dated June 15, 1993, by Dwight Kilby, Georgia Registered Land Surveyor, and recorded Plat Slide 392, Page 12A, Hall County, Georgia records, which plat is incorporated herein and made a part hereof by reference, being known as 4240 Winder Highway by the present system of numbering houses in Hall County, Georgia.

Also included herewith is the right of ingress and egress over the existing road which leads Westerly from Highway 53 to the above-described property.

The Property or its address is commonly known as 4240 Winder Highway, Flowery Branch, GA 30542.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property, demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents, institute and carry on all legal proceedings necessary for the protection of the

Owner Information

CHURCH EXTENSION INVESTORS FUND INC
9401 E STOCKTON BLVD
SUITE # 240
ELK GROVE, CA 95624

Payment Information

Status	Paid
Last Payment Date	11/04/2020
Amount Paid	\$6,491.73

Property Information

Parcel Number	15044B000009 ?
District	1 UNINCORPORATED
Acres	7.51
Description	LOTS 4-6 13-26 J V JONES S/D
Property Address	4240 WINDER HWY
Assessed Value	\$237,718
Appraised Value	\$594,297

Bill Information

Record Type	Property
Tax Year	2020
Bill Number	13762
Account Number	360873
Due Date	11/15/2020

Taxes

Base Taxes	\$6,491.73
Penalty	\$0.00
Interest	\$0.00
Total Due	\$0.00

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Wednesday, March 29, 2023 1:13 PM
To: Randi Doveton (CDI: Planning); Anael Dominguez (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 4.17.23

Please find Environmental Health comments below:

Item 1, 6554 Ben Parks Road, Odom: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. The applicant was notified of EH requirements on 2.22.23.

Item 2, 3432/0 Cleveland Hwy & 3572 Casper Drive, Carter: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 3, 4225 Arthur Miller Rd, Cagle: Environmental Health approved the new structure on February 16, 2023.

Item 4, 1400 Bradford Street, Ceska: No comment.

Item 5, 4425/4465 Peckerwood Road, Hope: Must meet all Environmental Health residential septic system permitting requirements.

Item 6, 4240 Winder Hwy, Aoun: No comment. Public sewer.

Item 7, 8730 Forrester Road, Crumley: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973
(770) 531-6767 (fax)

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<http://www.hallcounty.org/devserv/environmental.asp> (County Website & Forms)

Anael Dominguez (CDI: Planning)

From: Niebauer, Parker J <PNiebauer@dot.ga.gov>
Sent: Friday, March 24, 2023 6:01 PM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Cc: Peevy, Jonathan; Chavers, Veronica E
Subject: RE: Tentative Planning Agenda for April 17, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Items 2 and 6 will require GDOT coordination

3432 Cleveland Hwy, John Carter – will require GDOT coordination

4240 Winder Hwy, Maroun Aoun – will require GDOT coordination

Thank you,

Parker Niebauer
DITO Traffic Operations Supervisor



District 1 Division of Field Services
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8275 office
770.519.3223 cell

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Friday, March 24, 2023 12:25 PM
To: Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Bill Nash (CDI: Public Works) <bnash@hallcounty.org>; Bill Schmid <weschmid@rochester-assoc.com>; Brandi Smith (CDI: Business License) <bsmith@hallcounty.org>; Brent Holloway (Parks and Leisure) <bholloway@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>; Chris Braswell (Planning) <cbaswell@hallcounty.org>; Christopher Armstrong (Fire Services) <carmstrong@hallcounty.org>; Dan Barnes <Daniel.C.Barnes@usace.army.mi>; Ellis Still (CDI: Planning) <estill@hallcounty.org>; Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Dykes, Jason <jdykes@dot.ga.gov>; Jason Skarda (CDI: Engineering) <jskarda@hallcounty.org>; Jeremy Wills (jeremy.wills@gainesvillega.gov) <jeremy.wills@gainesvillega.gov>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Peevy, Jonathan <jpeevy@dot.ga.gov>; Karen Martinez (CDI: Public Works - Sewer) <kmartinez@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Matt Cox <matt.cox@hallco.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Nick Swafford <NSwafford@gainesvillega.gov>; Nicole Griffin (Tax Assessors) <nicole.griffin@hallcounty.org>; Pam Cravero <Pam.Cravero@hallco.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; rich <rich@flowerybranchga.org>; Scott Puckett <spuckett@hallcounty.org>; Srikanth Yamala (CDI) <syamala@hallcounty.org>; Stephen Cain <troy.s.cain@usace.army.mil>; Steve Watson (Real Property)

<rswatson@hallcounty.org>; Tammie Croy (CDI: Engineering) <tcroy@hallcounty.org>; Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>; Wanda Sutton (CDI: Engineering) <wsutton@hallcounty.org>; will schofield <will.schofield@hallco.org>

Subject: Tentative Planning Agenda for April 17, 2023

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, April 17th, 2023** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Thursday, March 30th**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – April 3, 2023

NEW BUSINESS

1. [**6554 Ben Parks Road | Variance** | for a road frontage variance from 150 feet to 60.5 feet on a 11.59± acre tract located on the south side of Ben Parks Road at approximately 398 feet from its intersection with Jake Kemp Road | Zoned AR-IV & R-I; Tax Parcel 11041 000001A | **Proposed use: 2-lot subdivision** | * Commission District 3 | **John David Odom, applicant.**](#)
2. [**3432 & 0 Cleveland Highway & 3572 Casper Drive | Variance** | for a road frontage variance from 150 feet to 50 feet on a 8.16± acre tract located on the east side of Cleveland Highway at approximately 297 feet from its intersection with Casper Drive | Zoned AR-III; Tax Parcel 10144 000032, 000007, & 000009A | **Proposed use: 2-lot subdivision** | * Commission District 3 | **John Carter, applicant.**](#)
3. [**4225 Arthur Miller Road | Variance** | for a front yard setback variance from 40 feet to 13 feet on a 42.75± acre tract located on the east side of Arthur Miller Road at its terminus | Zoned AR-IV; Tax Parcel 15018 000023 | **Proposed use: pole barn** | * Commission District 3 | **Ned Cagle, applicant.**](#)
4. [**1400 Bradford Street | Variance** | for a front yard setback variance from 50 feet to 5 feet; right side yard setback variance from 50 feet to 6 feet; and a sign variance on a 7.93± acre tract located on the west side of Bradford Street SW at its intersection with Marler Street | Zoned I-I, R-II, & H-B; Tax Parcel 00031 001001 | **Proposed use: monument sign** | ** Commission District 4 | **Patrick Ceska, applicant.**](#)
5. [**4425 & 4465 Peckerwood Road | Use Subject to Planning Commission Approval** | on a 127.81± acre tract located on the east side of Peckerwood Road at approximately 2,414 feet from its intersection with Gillsville Highway | Zoned R-I-L & AR-IV; Tax Parcel 15003 000009 & 000108 | **Proposed use: single family dwelling with caretaker residences** | * Commission District 3 | **Walter R. Hope, applicant.**](#)
6. [**4240 Winder Highway | Amend Conditions** | of a Planned Office Development \(POD\) on a 7.03± acre tract located on the west side of Winder Highway approximately 975 feet from its intersection with Martin Road | Zoned POD; Tax Parcel 15044B000009 | **Proposed use: mixed offices** | ** Commission District 1 | **Maroun Aoun, applicant.**](#)
7. [**8730 Forrester Road | Variance** | for a road frontage variance from 50 feet to 0 feet on a 9.5± acre tract located on the east side of Forrester Road at approximately 297 feet from its intersection with Forrester Road | Zoned AR-](#)

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, May 25, 2023** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, May 25, 2023. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

***The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Tuesday, April 25, 2023** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.



POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Srikanth Yamala

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development
From: Bill Nash, Director of Public Works and Utilities
Date: April 1, 2023
Subject: April 17th, 2023 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the April 17, 2023 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [6554 Ben Parks Road | Variance | for a road frontage variance from 150 feet to 60.5 feet on a 11.59± acre tract located on the south side of Ben Parks Road at approximately 398 feet from its intersection with Jake Kemp Road | Zoned AR-IV & R-I; Tax Parcel 11041 000001A | Proposed use: 2-lot subdivision | * Commission District 3 | John David Odom, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment
2. [3432 & 0 Cleveland Highway & 3572 Casper Drive | Variance | for a road frontage variance from 150 feet to 50 feet on a 8.16± acre tract located on the east side of Cleveland Highway at approximately 297 feet from its intersection with Casper Drive | Zoned AR-III; Tax Parcel 10144 000032, 000007, & 000009A | Proposed use: 2-lot subdivision | * Commission District 3 | John Carter, applicant.](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** Tract I will need an access easement to continue using existing driveway.
 - c. **Utilities:** No Comment
3. [4225 Arthur Miller Road | Variance | for a front yard setback variance from 40 feet to 13 feet on a 42.75± acre tract located on the east side of Arthur Miller Road at its terminus | Zoned AR-IV; Tax Parcel 15018 000023 | Proposed use: pole barn | * Commission District 3 | Ned Cagle, applicant.](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

4. **1400 Bradford Street | Variance** | for a front yard setback variance from 50 feet to 5 feet; right side yard setback variance from 50 feet to 6 feet; and a sign variance on a 7.93± acre tract located on the west side of Bradford Street SW at its intersection with Marler Street | Zoned I-I, R-II, & H-B; Tax Parcel 00031 001001 | **Proposed use: monument sign** | ** Commission District 4 | **Patrick Ceska, applicant.**
 - a. **Engineering:** No comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

5. **4425 & 4465 Peckerwood Road | Use Subject to Planning Commission Approval** | on a 127.81± acre tract located on the east side of Peckerwood Road at approximately 2,414 feet from its intersection with Gillsville Highway | Zoned R-I-L & AR-IV; Tax Parcel 15003 000009 & 000108 | **Proposed use: single family dwelling with caretaker residences** | * Commission District 3 | **Walter R. Hope, applicant.**
 - a. **Engineering:** FEMA and Hall County studied Flood plains present on site. Show stream buffer and impervious setback from wreted vegetation not center line of stream. Stormwater will be required if site has commercial use.
 - b. **Traffic:** No Comment
 - c. **Utilities:** No sewer available, need septic systems.

6. **4240 Winder Highway | Amend Conditions** | of a Planned Office Development (POD) on a 7.03± acre tract located on the west side of Winder Highway approximately 975 feet from its intersection with Martin Road | Zoned POD; Tax Parcel 15044B000009 | **Proposed use: mixed offices** | ** Commission District 1 | **Maroun Aoun, applicant.**
 - a. **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
 - b. **Traffic:** No Comment
 - c. **Utilities:** City of Oakwood sewer.

7. **8730 Forrester Road | Variance** | for a road frontage variance from 50 feet to 0 feet on a 9.5± acre tract located on the east side of Forrester Road at approximately 297 feet from its intersection with Forrester Road | Zoned AR-IV; Tax Parcel 12128 000009 | **Proposed use: subdivide property** | *** Commission District 3 | **Steven & Holly Crumley, applicants.**
 - a. **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Friday, March 31, 2023 12:21 PM
To: Randi Doveton (CDI: Planning)
Cc: Anael Dominguez (CDI: Planning); Michael Vieira (Fire Services)
Subject: Fire Comments
Attachments: vacant - 4240 Winder Hwy Flowery Branch GA 30542.pdf

Tentative Agenda and Maps for the **Monday, April 17th, 2023** Hall County Planning Commission Meeting.

1. [4240 Winder Highway | Amend Conditions | of a Planned Office Development \(POD\) on a 7.03± acre tract located on the west side of Winder Highway approximately 975 feet from its intersection with Martin Road | Zoned POD; Tax Parcel 15044B000009 | Proposed use: mixed offices | ** Commission District 1 | Maroun Aoun, applicant.](#)

The concept plan as proposed does not meet the following code standards:

- 1) International Fire Code – Multiple Chapters
- 2) International Building Code – Multiple Chapters, Descriptive summary of work reads: Provide tenant improvement for a proposed office park. See photos in attached PDF of current exterior building conditions, not able to conduct interior inspection of buildings. Are the existing poultry houses going to be converted into commercial buildings or will they be demolished and replaced with new buildings? Fire rated separation, fire protection and fire alarm may be required.

Thanks
Lt. John Hornick
Hall County Fire Rescue

PRIVATE
PROPERTY
NO TRESPASSING

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: *Maroun Abou*

REQUEST: *Amend Conditions of a Planned Office Development (POD) for mixed offices*

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: <i>4/17/23</i>	Date: <i>5/25/23</i>
Time: <i>5:15</i>	Time: <i>6:00</i>

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 273/2023

SUBJECT: Approve the award of IFB #057-43 Tree Cutting, Removal and Stump Grinding Services for forty-five (45) trees located in Chicopee Village for the Road Maintenance Division to AKA Tree Service of Oakwood, GA, in the amount of \$66,510.00.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: BN

Recommendation:
Approve

Purpose of Request:

The forty-five (45) trees are flagged by Road Maintenance because of age, proximity to power lines and personal property, and pose a threat where the roots have pushed up the cement sidewalk causing tripping hazards. Road Maintenance has recently and successfully removed twenty-five (25) trees from the Village in the Spring of 2023.

History:

This recommendation stems from the competitively bid IFB # 057-43 which produced six (6) bid responses with AKA Tree Service being the lowest responsible and responsive bidder.

Facts and Issues:

This is a limited contract set to expire after the completion of all services and is non-renewable.

Options:

Funding Requested

\$ 66,510.00

Are funds within current budget?

Yes

Source of Funds

Development Services

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2023-05-08

Approvals:

Buyer	Submit	Approve	Purchasing
AP	WS	BN	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

- Attachments:**
Financial Supplement
Contract
Notice of Intent to Award
Bid Tabulation Summary
Bidder's Responses



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 273/2023

Funds Requested: \$ 66,510.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Development Services

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	006 - DEVELOPMENT SERVICES	1131 - ROAD MAINTENANCE-SVS DIST	4708 - OPERATING SERVICES	\$66,510.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:



Hall County Government
FINANCIAL SERVICES

INVITATION TO BID

IFB #057-43

For the provision of:

TREE CUTTING, REMOVAL
AND STUMP GRINDING SERVICES

Of forty-five (45) trees located at Chicopee Village, Gainesville, GA

Hall County, Georgia is now accepting sealed bids for the provision of Tree Cutting, Removal and Stump Grinding Services of forty-five (45) trees located in Chicopee Village, Gainesville, Georgia (herein "Services) for its Road Maintenance Department.

Date IFB Issued:	Monday, April 24, 2023
Mandatory Pre-Bid Site Visit:	Friday, April 28, 2023, 11:00am
Bidder's Questions Due Date:	Tuesday, May 2, 2023
Response to Questions Due:	Thursday, May 4, 2023
Bid Due Date:	Tuesday, May 9, 2023, 10:00am
Est. NOIA Posting	Wednesday, May 10, 2023
Commissioner's Voting Meeting:	Wednesday, May 10, 2023
Est. NOA Posting	Thursday, May 11, 2023

Mandatory Pre-Bid: A pre-bid, on-site visit is required in order to bid. Bidders are to meet in the parking lot of the Chicopee Baptist Church located at First Street and A-Avenue off Atlanta Road, on the day and time listed above. The County will only accept bids from companies that attend the Mandatory Pre-Bid Site-Visit. The County will post an Addendum to this IFB if a backup Mandatory Site Visit is required.

Bid Documents: Bidders may request bid submittal documents via the County's Website at <https://www.hallcounty.org/Bids.aspx>. Locate the "Doing Business" menu header, then look for Purchasing & Records and choose, "Bids and Proposals", click on the solicitation entitled *ITB #057-43 Tree Cutting, Removal and Stump Grinding of forty-five (45) trees*, then click the 'Request a Bid Packet' link in the top left corner of the solicitation document, fill out the requested information, click 'Submit'. Purchasing will email out a bid packet containing all required documents.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Bidding Process:

The County Purchasing Division, located on the fourth (4th) floor at the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA 30504, will receive sealed bids until 2:00 p.m., Eastern Standard Time, **Tuesday, May 09, 2023**. Bids received after 2:00 pm EST will not be evaluated for an award. Any extension of the bidding period will be made by a formal written addendum and publically posted. Only two (2) copies of the bid are required along with a USB flash drive containing the bid. Emailed bids are non-acceptable.

General Qualifications: Bidders must be in the regular business of providing Tree Cutting, Removal and Stump Grinding Services, and licensed, insured, and bonded.

Bid Retention: Bidders may not withdraw their bid after the bid opening. Bids must be valid for one-twenty (120) days. The County reserves the right to retain all bids submitted and use any idea(s) in a bid regardless of award. The County shall have the right to waive any informality or irregularity of immaterial deviation in any bid received. All forms and documents entitled 'Mandatory' must be completed and returned with the bid or the bid may not be evaluated for award.

Award Process: The County reserves the option to reject any or all bids, in whole or part, or to select any bidder to complete the described Work. The County will award the project to one company to perform all of the work on one contract based on the best value to the County from a responsible and responsive bidder. The undersigned Bidder expressly understands that the bid may be rejected by the County for any reason without liability on part of the County to the Bidder.

Questions: All questions must be in writing and directed solely to the issuing officer at apenick@hallcounty.org. No other contact of any nature, verbal, email, or other communication, is permissible with any County staff member, nor its elected officials, nor Commissioners, during the evaluation process. Such contact may render the submission in violation of the Official Code of Hall County and rendered as non-responsive and will not be evaluated for an award.

Validation: Bidder's must sign the Bidder's Response in wet ink to be valid.

Andy Penick
Issuing Officer

[The Scope of Work Follows]

1.0 SCOPE OF WORK - TREES

- 1.01 Contractor shall provide supervision, labor, equipment, and materials, necessary to perform the services of removal and disposal of standing (live, dead, or diseased), blown-over or up-rooted timber, including all limbs, debris, root balls and stumps as described herein.
- 1.03 Trimming and disposal of individual limbs shall also be included in this service. Contractor must remove all residual debris from the tree cutting away from the work site
- 1.02 Contractor shall perform services below to trees as denoted on Attachment #001 *Chicopee Village Map of Primary Tree Removal*
- 1.03 Services include:
 - a. Cutting and removing trees
 - b. Disposing of trees, limbs, root balls and debris
 - c. Cutting, trimming, or pruning tree limbs
 - d. Grinding, cutting or otherwise removing tree stumps, including major surface roots and filling of stump cavity
- 1.04 Contractor shall perform services within the ANSI standards; A300 Best Management Practices and shall take all reasonable and customary safety measures to protect people and property.
- 1.05 Contractor shall conduct all work in a safe manner and shall comply with all governing regulations concerning safety. Provide and assure compliance in using protective gear such as hard hats, gloves, goggles, harnesses, and safety shoes to Contractor's workers and personnel.
- 1.06 Provide all equipment and tools necessary to perform the work including but not limited to a loader to pick up and remove tree trunks and limbs, bucket truck, chipper, chain saws, trucks large enough to haul loads created by the debris, shredders, ladders, stump grinder, tree climbing equipment, barricades, traffic cones and signage.
- 1.07 Traffic control must meet Manual on Uniform Traffic Control Devices (MUTCD) Standards.
- 1.08 Erect and maintain adequate barricades, signage, and traffic cones, and safeguard work area to prevent damage to all property and for the safety of employees and other people. Contractor shall secure equipment and materials that are stored temporarily in or around a project site.

- 1.09 Advise County project manager of any unusual hazardous conditions and other pertinent information including, but not limited to, unsuitable weather that may affect the safety of workers, other people, and property.
- 1.10 Clean the area of all debris and trash remaining because of the completion of a project; and dispose of such either off-site or as directed by County Representative.
- 1.11 Be responsible for the repair of any damage caused by the Contractor and shall, at no cost and to the satisfaction of County, restore all areas to their original condition including, but not limited to, structures, sod, plant materials and ground areas. Contractor shall fell trees in such a manner that there is no damage to vehicles, plants, property, or people.
- 1.12 Have at least one person, in a position of responsibility, representing the contractor on site at all times that is capable of translating from English to languages used by the work force.
- 1.13 Provide and assure compliance insuring protective gear such as hard hats, gloves, goggles, harnesses and safety shoes/boots to Contractor's workers and personnel.

2.0 SCOPE OF WORK – STUMP GRINDING AND REMOVAL

- 2.01 Contractor shall grind stumps to a minimum depth of 12 inches. The grinding of the stump shall include major root flares and major surface roots.
- 2.02 Contractor shall fill stump divot with compactable soil up to four inches (4") above ground level and rake smooth.
- 2.03. Contractor shall remove and dispose of stump and all excess stump chips as directed by County Project Manager.

3.0 SUBMISSION OF BIDS

- 3.01 Submit your bid addressing all items listed below. Failure to include any of these mandatory documents may result in disqualification. All responses must be in writing.
- 3.02 Bidders must submit their signed response in a sealed envelope clearly marked with "INVITATION FOR BID #057-43" on the outside. The submittal must have an original wet signature on the bid. Digital bids are acceptable through bidding services or on a Flash Drive. Faxed or emailed bids are not acceptable.

- 3.03 Follow these instructions carefully. Complete and return the following included in your bid envelop. Do not email your bid response.

Exhibit A - Mandatory Bid Response Sheet
Exhibit C - Mandatory Cost Proposal Worksheet
Exhibit D - Mandatory Questions Worksheet
Exhibit E – Not Required - Reserved for RFQ/Ps only
Exhibit F - Mandatory S.A.V.E. Program Affidavit
Exhibit G - Mandatory Cone-of-Silence Affidavit
Exhibit H - Mandatory Completed W-9 Form
Exhibit I – Mandatory E-Verify Affidavit
Exhibit J – Contractor Ethics Affidavit
Exhibit K – Signed Contract Document
Copy of Business License
Letter of Bondability
Copy of Certificate of Insurance

- 3.04 Bids submitted are not publicly available until after award by Hall County. All bids, supporting materials and correspondence relating to this IFB become property of Hall County when received. Bidders can submit bids to the following address by the deadline date and time:

- 3.05 Hand Delivery/FedEx/UPS/USPS/Courier:

Andy Penick
Hall County Government Center
Purchasing Division - 4th Floor,
2875 Browns Bridge Road,
Gainesville, Georgia 30504

- 3.06 Mailing Address:

Andy Penick
Hall County Government Center
Purchasing Division - 4th Floor
P.O. Drawer 1435
Gainesville, GA. 30503

4.0 BID PREPARATION

Bidder bears all responsibility for expenses incurred in responding to this IFB such expenses to be borne exclusively by the proposer. If you desire to submit a "NO BID", response then please indicate by checking here:

_____ No Bid. List reason for no bid _____

EXHIBIT A

MANDATORY BID RESPONSE FORM

Bidders must complete and return this form with their bid.

By submitting a proposal, the respondent certifies that they have fully read and understand the Scope of Work and fully understand the requirements needed to complete the project. The services offered and the cost factor must be valid for at least one-hundred and twenty days (120) days from date of signature.

Date of Bid Submittal: 5/9/23

IFB Bid No: 057-43

Bid Name: Tree Cutting, Removal and Stump Grinding Services of forty-five (45) trees located in Chicopee Village, Gainesville, Georgia

"I agree to abide by all terms and conditions of this IFB and certify that I am authorized to sign this bid".

Bidder Signature: Lee Branen Date: 5/8/23

Print Name: Lee Branen

Title: Sales Manager

Phone Number: 404 702-5390 Email Address: lee@alke-treeservice.com

Physical Address: 4104 W White Rd Oakwood, Ga 30566

Physical Address 2: NA

Acknowledge receipt of all issued addenda (if any) by listing their numbers and date of issuance below:

The County may declared unsigned bids as "Non-Responsive" and not evaluated

If you desire to submit a "No Bid", then please indicate by checking one or both of the reasons listed below and explain.

☐ Bidder does not offer this service

☐ Unable to meet specifications

EXHIBIT B

IFB Bid Submittal Terms and Conditions

1. **Modifications:** Bidder will not alter this Invitation for Bid (IFB) except by written and published addenda by the County's Financial Services Department, Purchasing Division.
2. **Bid Signature:** The County may reject any bid submitted without a signature on Exhibit A - Mandatory Bidders Response.
3. **Bid Acceptance Time:** The County requires bids to be valid for one-hundred and twenty days (120) from receipt.
4. **Bid Identification:** All bids must be submitted in a sealed envelope (physical or digital) labeled with the appropriate bid number and title.
5. **Withdrawal of Bids:** Bidders may only withdraw their bid by written request if received prior to the time and date set for the opening of bids
6. **Bonds:** If the County requires Performance and Payment bonds then the County must receive the bonds prior to any work begins. Include a letter of your company's Performance and Payment Bondability equal to 100% each of the bid amount.
8. **Award of Contract:** County will award to the responsive and responsible bidder(s) whose bid, conforming to the request for proposals, will be most advantageous to the County; price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities of immaterial deviation in bids received. All pricing will be fixed and firm throughout the term of any contract.
9. **Non-Discrimination:**
 - 9.1. **Non-Discrimination:** The Bidder assures County to provide services in a manner that does not discriminate workers because of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained service animal.
 - 9.2. **Americans with Disabilities Act (ADA):** The Bidder agrees to comply with Hall County's ADA notice and procedures. They are available upon request and are accessible on Hall County's website. Anyone who requires accommodation to access Hall County's services or programs because they have a qualified disability may contact Hall County's ADA Coordinator at mtuck@hallcounty.org, forty-eight (48) hours prior to the scheduled event or as soon as possible.
10. **Exceptions to Specifications:** Any award resulting from this IFB shall bind the Bidder to all terms, conditions, and specifications set forth in this request for proposals. Bidders whose proposals do not conform should so note on separate page if necessary and/or on the bid schedule. While the County reserves the right to make an award to a nonconforming Bidder, when in the best interest of the County. Bidders are urged to conform to the greatest extent possible.

11. **Proposal Results:** Interested parties may request, in writing, a bid tabulation after award of IFB has been awarded.
12. **Payment:** Payments will be made upon completion of all work, inspection and acceptance by County and receipt of accurate invoices submitted and approved by the appropriate County representative. Receipt of goods or services do not constitute acceptance. The County must inspect and approve all goods and services.
 - 12.1. Payment terms are Net 30
13. **Retainage:** Not required for this project
15. **Inquiries Regarding Payment:** Email invoices or payment inquiries regarding payment of invoices at accountspayable@hallcounty.org.
16. **Execution of Contract:** This IFB, its Exhibits, Attachments, and the Bidder's response are incorporated herein by reference.
17. **Certificate of Insurance:** See requirements in Exhibit K – Sample Contract Template
19. **Inclusion:** All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this request for proposals will be the responsibility of the successful proposer to provide at no other cost to the county unless so stated on the successful proposer's proposal as additional cost items and accepted by the County at the time of the award and/or contract.
21. **Independent Contractors:** The proposer represents to Hall County that he is fully experienced and properly qualified to perform the functions provided herein and that they are properly equipped, organized, and financed to perform such functions. The proposer shall finance their own operations and shall operate as an independent contractor and not as an agent of Hall county and nothing contained in this request for proposals or a contract resulting from same shall be construed to constitute the proposer or any of his/her employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the county nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.
22. **Assignment of Contractual Rights:** It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this request for proposals or his/her right, title, or interest in or to the same, or any part thereof, without written consent of the County. The County does not accept factored invoices.
23. **Starting Time:** Work will commence as directed after the County issues a "Notice to Proceed" on the project and commence in a routine, orderly manner until completion and acceptance by the county.
24. **Change Orders:** The County must approve any-and-all change order requests by the successful bidder in writing.
25. **Indemnity:** Successful proposer agrees, if entering into a contract because of this request for IFB, to defend, indemnify, and hold harmless Hall County from all courses of action or claims of damages arising out of or related to proposer's performance or actions or those of their employees or agents, under said contract.

26. **Termination:** Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this IFB, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by Hall County, Georgia unless shall be renewed without any lapse, unless positive action is taken to terminate said contract by The County.
27. **Appropriation of Funds:** Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract(s).
28. **Cancellation for Cause:** Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.
30. **Governance:** In the case of conflict or ambiguity between the Terms and Conditions and Exhibit K: Contract Template, the later shall govern.

ATTACHMENT #002
PRIMARY TREE REMOVAL COST WORKSHEET

EXHIBIT C
Mandatory Cost Proposal Worksheet
BIDDERS NAME **AKA TREE SERVICE**

Instructions: Area numbers correlate to Attachment #001 - CHICOPEE VILLAGE MAP OF PRIMARY TREE REMOVAL. Input cost PER TREE in column C. The extended totals will automatically calculate total cost per address in Column D. Input cost PER STUMP for stump grinding into Column F. The extended totals will automatically calculate total cost per address.

Address	Number of Trees to Cut and Removed	Price per Tree cutting and removal	Extended Totals	Price per stump grinding/removal	Extended Totals
# 2 - 2nd Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 9 - 2nd Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 2 - 3rd Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 4 - 3rd Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 14 - 4th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 14 - 5th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 16 - 5th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 18 - 5th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 20 - 5th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 2 - 6th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 6 - 6th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 7 - 6th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 9 - 6th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 10 - 6th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 13 - 6th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 27 - 6th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 11 - 8th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 15 - 8th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 6 - A Avenue	5	\$ 1,187.00	\$ 5,935.00	\$ 291.00	\$ 1,455.00
# 8 - A Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 2 - B Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 10 - B Avenue	3	\$ 1,187.00	\$ 3,561.00	\$ 291.00	\$ 873.00
# 22 - B Avenue	3	\$ 1,187.00	\$ 3,561.00	\$ 291.00	\$ 873.00
# 7 - C Avenue	2	\$ 1,187.00	\$ 2,374.00	\$ 291.00	\$ 582.00
# 9 - C Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 19 - C Avenue (Tree is on side of home on 4th Street)	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 6 - G Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 2 - H Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 9 - H Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 10 - H Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 20 - H Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 5 - I Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 3 - K Avenue	2	\$ 1,187.00	\$ 2,374.00	\$ 291.00	\$ 582.00
# 5 - K Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 7 - K Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
Total # of Trees (Primary)	45		\$ 53,415.00		\$ 13,095.00

EXHIBIT D

MANDATORY QUESTIONS

Bidder's company name: AKA Tree Service

All questions must be answered. All questions are Yes/No answers only

No.	Question	Yes/No
1	Have you completed and attached a completed EXHIBIT A - MANDATORY BID RESPONSE WORKSHEET?	Yes
2	Do you agree to the EXHIBIT B - BID SUBMITTAL TERMS AND CONDITIONS?	Yes
3	Have you completed and attached EXHIBIT C -MANDATORY COST PROPOSAL WORKSHEET separately in a physical or digitally sealed envelope?	Yes
4	You are required to have your proposal also on a USB flash drive if you turn in a physical response. Have you provided your bid response on a USB Flash Drive? Is responding digitally then just answer yes.	
5	Have you completed and attached the EXHIBIT F -S.A.V.E. AFFIDAVIT?	Yes
6	Have you completed and attached the EXHIBIT G -CONE-OF-SILENCE AFFIDAVIT?	Yes
7	Have you completed and attached the EXHIBIT H -W-9 FORM?	Yes
8	Have you completed and attached the EXHIBIT - I E-VERIFY AFFIDAVIT?	Yes
9	Have you completed and attached the EXHIBIT J - MANDATORY ETHICS AFFIDAVIT?	Yes
10	Have you read and signed EXHIBIT K - SAMPLE CONTRACT TEMPLATE FOR SERVICES?	Yes
11	This Bid requires that bidders to attach a copy of their current Business License. Have you attached this document?	Yes
12	Bid Bonds are not required, but a letter of P&P Bondability is required. Have you attached this letter?	Yes
13	Have you provided your Certificate of Insurance?	Yes
14	Do you affirm that neither your firm, nor its principals, are barred from work in the State of Georgia?	Yes
15	Do you affirm that neither your firm, nor its principals, are currently in litigation with Hall County, Georgia?	Yes



EXHIBIT F
MANDATORY S.A.V.E. AFFIDAVITS

S.A.V.E Program PRIME CONTRACTOR Affidavit
Under O.C.G.A. § 13-10-91(b) (1)

Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Hall County, Georgia, has registered and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work-authorization user identification (E-Verify) number and date of authorization are as follows:

**The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit www.uscis.gov. The County will not accept bids without a valid E-Verify Number.*

AKA Tree Service

Name of Prime Contractor

176103

Contractor's/Vendor's E-Verify #

4104 W White Rd

Street Address

Oakwood, Ga

City / State

[Signature]

Signature of Authorized Officer or Agent

5/8/23

Date of Authorization

Lee Branch / Sales Manager
Printed Name/Title of Authorized Officer

Tree Cutting, Removal & Stump Grinding
Name of Project
Chicopee Village

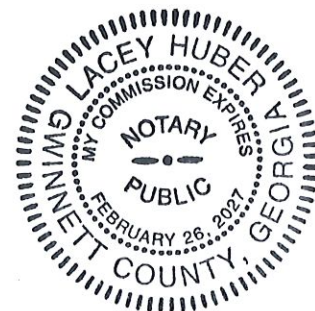
Subscribed and sworn before me on this the

8 Day of May, 2023

[Signature]

Notary Public

My Commission Expires February 26, 2027





Hall County Government

FINANCIAL SERVICES

EXHIBIT G

Mandatory Cone-of-Silence Affidavit

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

In order to ensure fair consideration for all Bidders responding to this Request for Qualifications and Cost Proposals, the County requires that all potential bidders, firms, companies, agents, or other entities refrain from discussions privately or publicly regarding the Solicitation during the Solicitation process. This includes all staff, employees, subcontractors, as well as paid or unpaid personnel acting on the firm's behalf shall not contact nor participate in any type of contact with County employees, department heads or elected officials, up to and including the County Administrator and Board of Commissioners.

Therefore, the County issues this "Cone of Silence" that shall be in effect from the date the solicitation is publicly advertised, until the time an award decision has been approved by the Board of Commissioners and fully executed by all parties. Contact should only be between the bidding firms and the Issuing Officer/Buyer listed in the Solicitation documents.

Any such contact may be considered as collusion and may result in the bidder being disqualified from participation and consideration for award. All contact must be coordinated through the Issuing Officer, for the procurement of these products and/or services.

Please reference the Solicitation number on all correspondence to the County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

Bidder Attestment:

I understand and shall fully comply with the above requirements.

Signed: _____

Typed Name: _____

Job Title: _____

Company: _____

Date: _____

Lee Branan

Lee Branan

Sales Manager

AKA Tree Service

5/5/23

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AKA Tree Service, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **S**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4104 W White Road

6 City, state, and ZIP code

Oakwood, GA 30566

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 5 - 2 8 6 7 2 4 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date ▶

1/17/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.



Hall County Government

FINANCIAL SERVICES

EXHIBIT I

MANDATORY E-VERIFY AFFIDAVIT

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

45 286 7249
Federal Work Authorization User Identification Number

2/1/18
Date of Authorization

AKA Tree Service
Name of Contractor

Tree Cutting, Removal + Stump grinding
Chicopee Village
Name of Project

Hall County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on May 8, 2023 in Oakwood (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent
Lee Brown Sales Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 8 DAY OF May, 2023.
[Signature]
NOTARY PUBLIC

My Commission Expires: February 26, 2027 [Locate Stamp]





Hall County Government

FINANCIAL SERVICES

EXHIBIT J

MANDATORY ETHICS AFFIDAVIT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia must read and affirm to adhere to the following ethics requirements for compliance with the Official Code 3.10.070 of Hall County.

3.10.070. - Ethics.

- A. It is the policy of Hall County to seek the best overall value when procuring goods and services. Toward this end, the county finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the county. Hall County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.
- B. Hall County declares that county employees and officials, along with those wishing to do business with the county, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.
- C. Hall County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.
- D. Prospective vendors must compete for county business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications, or influencing a procurement decision through any means outside the process established for the particular solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.
- E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), and/or county official(s) who do business with the county if there is an appearance of a conflict of interest.
- F. Ethical business practices are important, both, during a solicitation, and after the decision to grant an award. The county seeks to establish relationships with business partners whose ongoing ethical standards of

business conduct are congruent with those outlined here. The purchasing manager, subject to the approval of the director of financial services, is charged with establishing methods for ongoing monitoring for non-compliance with these principles. The prohibition against the offering of or the acceptance of kickbacks, gratuities, payments or any other instrument of value extends beyond and outside any specific procurement or solicitation.

- G. A vendor's contract compliance history with Hall County and other contractual parties is a valid element in the decision to award, or not, a contract.
- H. Hall County stipulates that the furtherance of its strategic goals for job creation, stability and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The purchasing manager, subject to the approval of the director of financial services, is authorized to establish procurement initiatives consistent with the county's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the county's goals.
- I. Hall County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition as a result of contemporaneous employment with a potential or actual business partner.
- J. It is unethical for any county employee to purchase commodities or services from a county contract for personal use.
- K. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Hall County contract may not initiate or continue any verbal or written communications regarding a solicitation with any county officer, elected official, employee or other county representative other than the purchasing associate named in the solicitation, or the county's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the board of commissioners. The purchasing manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Hall County representative.
- L. All county commissioners, officials, and employees shall adhere to the standards outlined in the Hall County Code of Ethics.

- M. **(AMENDED)** The purchasing division of the financial services department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of Code Section 3.10.070, including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Chapter and have more specifically also read Code Section 3.10.070." (Res. of 11-14-19(1), § 1(Exh. A))

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 8 May 2023 in Hall (city),
GA (state) 30566 (Zip Code)

Lee Branan

Signature of Authorized Officer or Agent

Lee Branan / Sales Manager

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the 8 Day of May, 2023.

Lacey Huber

NOTARY PUBLIC

My Commission Expires: February 26, 2027

[Locus Sigilli]





Hall County Government
FINANCIAL SERVICES

EXHIBIT K
SAMPLE CONTRACT TEMPLATE

CONTRACT #057-43

For the provision of

TREE CUTTING, REMOVAL
AND STUMP GRINDING SERVICES

Of forty-five (45) trees located at Chicopee Village, Gainesville, Georgia

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Tree Cutting, Removal and Stump Grinding Services of Forty-Five (45) Trees Located at Chicopee Village, Gainesville, Georgia, (hereinafter "Services") as entered into on _____ and with an Effective Date of _____, is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504 and AKA Tree Service (hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

Whereas, the parties do mutually desire to enter into this Contract to document the provision of Services or other valuable consideration by the Contractor to the County in exchange for payment as compensation.

This Contract is the result of the competitively bid IFB #057-43 the Contractor's bid response, the Scope of Work, Exhibits, Attachments, and references are all incorporated herein by reference. Therefore, in consideration of the terms, conditions, and mutual promises contained herein, expressed by a valid offer and acceptance, the receipt and sufficiency of which both parties hereby acknowledge, the parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the IFB #057-43 and the bidder's response, and for trees shown on Attachment 1 – Chicopee Village Map of Primary Tree Removal.
- B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C – Mandatory Cost Proposal Worksheet, as incorporated herein by reference, billed upon completion of the project. All payments are in arrears, as the County does not pay for Services not yet rendered.
- C. **Price Escalation Clause.** – Non-applicable for the contract Contractor may request up to, but no more than, a three-percent (3%) price escalation adjustment to this contract at each time of contract renewal. There will be no price adjustments during each contract term period. The County does not guarantee price adjustments.

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Jimmy Hightower
Supervisor
Road Maintenance

Gainesville, GA 30507

jhightower@hallcounty.org

Ph: (678) 725-3199

COUNTY ISSUING OFFICER

Andy Penick
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

CONTRACTOR'S CONTACT INFO

Enter Name
Enter Title
Enter Legal Company Name
Enter Street Address
Enter City, State, Zip
Enter Email Address
Enter Phone

REMIT-TO ADDRESS

Company's FEIN # _____
PO BOX/DRAWER _____
Enter Legal Company Name
Enter Street Address
Enter City, State, Zip
Enter Email Address
Enter Phone

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #105 – CONTRACT TERM:

1. Multi-Year Term Contracts (Non-Applicable for this Contract)

- A. Initial Contract Term.** This Contract is effective on the date of signature shown in *ARTICLE #101* by all parties unless a future date is so noted on this contract. The term will last for Twelve (12) months from the date of execution or the anniversary of the beginning date of work, unless terminated by the parties pursuant to *ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE*, thereof.
- B. Contract Renewal.** The County shall have the option, in its sole discretion, to renew the Contract for up to four (4), one (1) year periods. The price, terms, and conditions in effect at the time of each renewal(s) shall remain the same unless the Contract is amended by mutual agreement. Renewal(s) will depend upon the best interests of the County, available funding, and Contractor's performance. The County may execute its renewal options through the issuance of a Contract Renewal Document, with the evidence thereof in writing and signature by both Parties. The County does not accept nor acknowledge automatic renewals and shall have no obligations, payment or otherwise, associated therewith.
- C. Contract Extension.** The County and the Contractor may enter into a Contract Extension term past the renewal period to continue the services if this Contract terminates, or is likely to terminate, prior to the making of a new award for the identified Services. The County may with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the County a continuous supply of the identified Services for up to one (1) calendar year or portions thereof.

2. Completion

Until substantial and final completion according to the time-schedule, work inspected and accepted, and all sub- contractor and material suppliers' liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. Delay or Impossibility of Performance. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

Definition: The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.'

- B. Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

Either party may terminate this Contract by providing thirty (30) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section four (4) above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. Termination for Convenience.** Following thirty (30) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or

the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

- H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to six-hundred dollars and no/100 (\$600) per day.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received

by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove

this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE # 118– INSURANCE REQUIREMENT:

- A. **Insurance Requirements.** The Contractor must maintain and warrant to Hall County insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Hall County, Georgia, Hall County Landfill, as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

- | | |
|--|---------------|
| a. \$500,000 Bodily Injury by Accident | Each Accident |
| b. \$500,000 Bodily Injury by Disease | Each Disease |
| c. \$500,000 Bodily Injury by Disease | Each Employee |

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall

County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- a. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

- a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation

It shall be the responsibility of the Contractor to require all of its sub-Contractors to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above, and to provide a certificate evidencing that such insurance is in effect upon request. Endorsement must be provided with the insurance certificate.

- B. **Insurance Certificates and General Requirements.** No Contract performance shall occur unless and until the County receives required insurance certificates.

The insurance certificate must reference the Contract number assigned by the County and document that the liability coverage purchased by the Contractor includes contractual liability coverage to insure the indemnity agreement as stated herein.

- C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this section shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.
- D. **Waiver of Subrogation.** There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial

advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

1. Contractor shall invoice the County via email solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.
2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred

costs shall not in any way affect the County's authority to terminate the Contract.

- D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

The Contractor must furnish to the County both a Performance and Payment Bond, both equal to one-hundred percent (100%) of the Contract's total initial term award amount. The County will only issue a Notice-to-Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE – Not required on this contract.

The County may retain (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are-herein-incorporated into this contract by reference.

EXHIBIT C - Mandatory Cost Proposal

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131- VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.

5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.

26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

COMPANY'S FULL LEGAL NAME

AKA Tree Service

HALL COUNTY, GEORGIA

By: Lee Branan

Title: Sales Manager

Print Name: Lee Branan

By: _____

Richard Higgins, Chairman

Hall County Board of Commissioners

Attestment: _____

County Clerk

Sworn to and subscribed before me this

8 Day of May, 2023

Notary Public: Lacey Huber

Notary commission expires: Feb. 26, 2027

[Locus Sigilli – Seal or Stamp]

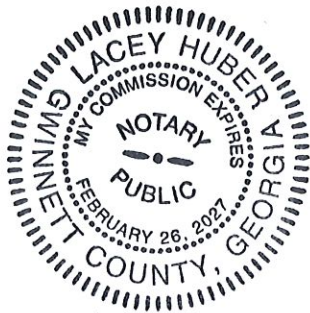
Sworn to and subscribed before me this

_____ Day of _____, 2023

Notary Public: _____

Notary commission expires: _____

[Locus Sigilli – Seal or Stamp]



APPROVED AS TO FORM:

William Linkous III, County Attorney

City of Oakwood
BUSINESS LICENSE

2023

AKA Tree Services

4104 W. White Rd.
Flowery Branch, GA 30542

ACCOUNT NUMBER: 3643

LICENSE NUMBER: 202114974

ISSUE DATE: December 22, 2022

EXPIRATION DATE: December 31, 2023

FEE:	749.00
ADD'L FEE:	0.00
FLAT RATE:	5.00
PENALTY:	0.00
DED & ADJ:	0.00
TOTAL PAID:	754.00

City of Oakwood
BUSINESS LICENSE

2023

AKA Tree Services

4104 W. White Rd.
Flowery Branch, GA 30542

LICENSE NO: 202114974

ISSUED: December 22, 2022

EXPIRATION: December 31, 2023

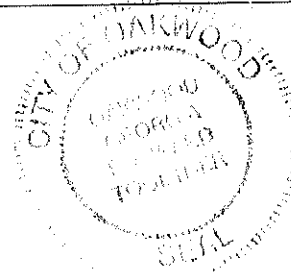
LOCATION: 4104 W. White Rd.
Flowery Branch, GA 30542

EMPLOYEES / NUMBER OF EMPLOYEES
561730 / LANDSCAPING SERVICES
Laura Wilson

***SUBJECT TO COMPLIANCE WITH THE PROVISIONS OF
ARTICLE II OF CHAPTER 14 OF THE OAKWOOD CITY CODE
OF ORDINANCES***

POST IN A CONSPICUOUS PLACE


AUTHORIZED SIGNATURE





NHC

NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY



March 29, 2023

Re: AKA Tree Service, LLC

To Whom It May Concern:

This is to advise you that Nielson, Wojtowicz, Neu and Associates provides bid, performance, and payment bonds for **AKA Tree Service, LLC**. The name of their surety is **The Gray Insurance Company**, which carries an A.M. Best Rating of **A- VIII**, and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, **The Gray Insurance Company** should be in a position to provide **AKA Tree Service, LLC** Performance and Payment Bonds for single projects in the amount of **\$4,000,000.00** and aggregate support in excess of **\$15,000,000.00**. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

AKA Tree Service, LLC is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. We do not assume liability to any third party, including you, if we do not execute said bonds.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Jessica Reno
Surety Bond Specialist



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Turner, Wood, & Smith Agency, Inc. 1515 Community Way PO Box 1058 Gainesville GA 30503	CONTACT NAME: Juanita Davidson PHONE (A/C, No, Ext): (770) 536-0161 FAX (A/C, No): (770) 536-1283 E-MAIL ADDRESS: juanita.davidson@twsminsurance.com
INSURED AKA Tree Service, Inc. 4104 W. White Road Oakwood GA 30528	INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company / NIP INSURER B: The Cincinnati Insurance Company INSURER C: Greenwich Insurance Company / NIP INSURER D: Insurance Company of the West / ICW INSURER E: Hallmark Specialty Insurance Company / NIP INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2271929500

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOO OTHER:	Y	Y	NGL-1008241-00	07/25/2022	07/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ABORIST PROP. \$ 25,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP0660210	07/25/2022	07/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI \$ 250,000	
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	NEC-6006940-00	07/25/2022	07/25/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	WGA 5068684 00	08/01/2022	08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella 6 Mil OVER above			77HX229A0E	07/25/2022	07/25/2023	Excess Each Occurent 5,000,000 Excess Aggregate 5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Leased & Rented Equipment Policy #ENP0660210, Effective 7-25-22 to 7-25-23, Limit \$800,000.

Certificate Holder and/or Owner are Additional Insureds ATIMA, including Completed Operations, coverage is Primary & Non-Contributory with Blanket Waiver of Subrogation on General Liability, Auto and Workers Comp, all under form #'s: CG2001; CG2010; CG2037; CG2503; XIL436; AA288; WC000313.

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE
EVIDENCE OF COVERAGE
EVIDENCE OF COVERAGE
EVIDENCE OF COVERAGE

GA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Hall County Government
FINANCIAL SERVICES

NOTICE OF INTENT TO AWARD IFB #057-43

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

For the provision of:

TREE CUTTING, REMOVAL AND STUMP GRINDING SERVICES

Of forty-five (45) trees located at Chicopee Village, Gainesville, GA

To Lee Branan, Sales Manager, AKA Tree Service located at 4104 W White Road, Oakwood, Ga 30566, notice is hereby given that the County intends to award AKA Tree Service the contract for the above mentioned services in the amount of fifty-three thousand four hundred fifteen dollars and no/100 (\$53,415.00) for tree cutting and removal work and thirteen-thousand ninety-five dollars and no/100 (\$13,095.00) for stump grinding, for the total sum not to exceed sixty-six thousand five-hundred ten dollars and no/100 (\$66,510.00). All payments are in arrears.

All work must be fully completed by June 30, 2023, with an accurate and correct invoice submitted to accountspayable@hallcounty.org, and all mechanics liens, sub-contractors and/or supplier's liens satisfied.

Upon Board of Commissioner's approval on May 25, 2023, and receipt of all required Performance and Payment Bonds to Andy Penick, address below, the County will issue Contractor a Notice-to-Proceed and a Purchase Order. The PO # must be on the invoice for payment.

Contractor is to coordinate work start date and time with the County Project Manager, Jimmy Hightower, Supervisor, Road Maintenance, Phone (678) 725-3199, and email, jhightower@hallcounty.org. All work must be inspected and approved by the Project Manager.

Sincerely;

Andy Penick

Andy Penick
Purchasing Manager
Hall County, Georgia
apenick@hallcounty.org

IFB #057-43

TREE CUTTING, REMOVAL AND STUMP GRINDING SERVICES

Bid Tabulation Summary

Bidder	Hancock Tree Service, Knoxville, TN	McAllister Tree Co, LLC, Cornelia, GA	AKA Tree Service, Oakwood, GA	OneTwoTree, Marietta, GA
Tree Removal	\$ 150,900.00	\$ 85,100.00	\$ 53,415.00	\$ 89,350.00
Stump Grinding	\$ 21,300.00	\$ 33,750.00	\$ 13,095.00	\$ 11,475.00
Totals	\$ 172,200.00	\$ 118,850.00	\$ 66,510.00	\$ 100,825.00

5/9/2023 AGP

Andy Penick

COMPETITIVE BID TABULATION

PAGE 1 OF 2FINANCIAL SERVICES DEPARTMENT
PURCHASING DIVISIONDATE 5/9/23BID # 057-43Tree Cutting, Removal &
Stump Grinding - 45 trees
BID NAME

SUPPLIER	#1 <u>Hancock</u>	#2 <u>McAllister</u>	#3 <u>AKA Tree</u>
	<u>Tree Service</u>	<u>Tree Co. LLC</u>	<u>Service</u>
PHONE	<u>LLC</u>		
QUOTER	<u>John Hancock</u>	<u>Hogan McAllister</u>	<u>Lee Brown</u>
TERMS			
DELIVERY	<u>Knoxville, TN</u>	<u>Cornelia, Ga</u>	<u>Oakwood, Ga.</u>
FREIGHT COST			

ITEM	QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1		<u>Total Tree Removal</u>	<u>\$50,900.00</u>		<u>\$ 85,100.00</u>		<u>\$ 53,415.00</u>	
2		<u>Stump Grinding</u>	<u>\$ 21,300</u>		<u>\$ 33,750.00</u>		<u>\$ 13,095.00</u>	
3								
4								
5								
6								
7								
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9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

BUDGETED AMOUNT

GRAND TOTAL 172,200 GRAND TOTAL 118,850 GRAND TOTAL 66,510

TOTAL AWARD

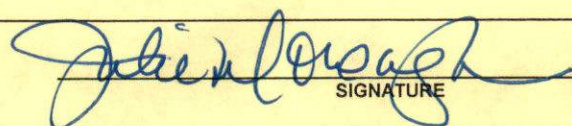
AWARD TOTAL

BIDS MAILED _____ (H) _____

ITEMS AWARDED

BIDS RECEIVED _____ (H) _____

P.O. NUMBER

REMARKS NO BIDS - 0


SIGNATURE

COMPETITIVE BID TABULATION

PAGE 2 OF 2FINANCIAL SERVICES DEPARTMENT
PURCHASING DIVISIONTree Cutting
BID NAMEDATE 5/9/23BID # 057-43

SUPPLIER	#1 <u>12 Tree</u>	#2	#3
PHONE			
QUOTER	<u>Brittany Hoke</u>		
TERMS			
DELIVERY	<u>Marietta, Ga</u>		
FREIGHT COST			

ITEM	QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1		<u>Total Tree Cutting</u>	<u>\$89,350.00</u>					
2		<u>Stump Grinding</u>	<u>\$11,475.00</u>					
3								
4								
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12								
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14								
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16								
17								
18								
19								
20								

BUDGETED AMOUNT

GRAND TOTAL

GRAND TOTAL

GRAND TOTAL

TOTAL AWARD

AWARD TOTAL

AWARD TOTAL

AWARD TOTAL

BIDS MAILED _____ (H) _____

ITEMS
AWARDEDITEMS
AWARDEDITEMS
AWARDED

BIDS RECEIVED _____ (H) _____

P.O. NUMBER

P.O. NUMBER

P.O. NUMBER

REMARKS

Julian Branch
SIGNATURE



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 277/2023

SUBJECT: Approve Change Order #2 to Task Order #2022-034 under RFP/Q #42-002 Demand Services for Resurfacing, Paving, and Full Depth Reclamation of various County roads for the FY 2023 resurfacing program for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA. The estimated cost is \$99,000.00.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: BN

Recommendation:

Approve

Purpose of Request:

Approve Change Order #2 to Task Order #2022-034 under RFP/Q #42-002 Demand Services for Resurfacing, Paving, and Full Depth Reclamation of Various County Roads for the FY 2023 Resurfacing Program for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA. The estimated cost is \$99,000.00.

History:

Public Works is utilizing the on-demand vendor pool from RFP/Q #42-002 Demand Services for Resurfacing, Paving, and Full Depth Reclamation contract. The Board of Commissioners approved the original Task award on July 28, 2022.

In March 2023, the Board approved a change order to increase the previously issued PO #433038 to add 7.07 miles of road resurfacing to the FY 2023 annual resurfacing contract.

Facts and Issues:

A recent Inspection suggests the existing pipe culvert at Antioch Campground Road is in need of replacement. Public Works recommends replacing the culvert prior to resurfacing Antioch Campground Road so that the newly paved road will not have to be damaged in the future with a separate pipe replacement project. It is estimated that this work will take 3-5 days to complete.

Options:

Funding Requested	\$ 99,000.00
Are funds within current budget?	Yes
Source of Funds	SPLOST VIII
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2023-05-08

Approvals:

Buyer	Submit	Approve	Purchasing
AP	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Allied Paving Cost Proposal for Culvert Replacement



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 277/2023

Funds Requested: \$ 99,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	028 - SPLOST VIII	1820 - SP-VIII - RESURFACING	5009 - INFRASTRUCTURE	\$99,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BNP

Phone: 770 531-6800



P. O. Box 509
Pendergrass, GA 30567
(706) 693-4042 (706) 693-4052 Fax

May 4, 2023

Re: Antioch Campground Rd Culvert Repair

Item	Description	QTY	Units	Unit Price	Total
1	Replace Existing Culvert With 48" RCP Traffic Control, Staking, Tree Removal, Silt Fence (Double Row), Rip Rap @ Headwalls Grassing, 45 LF 48" RCP and Headwalls	1	LS	\$99,000.00	\$99,000.00

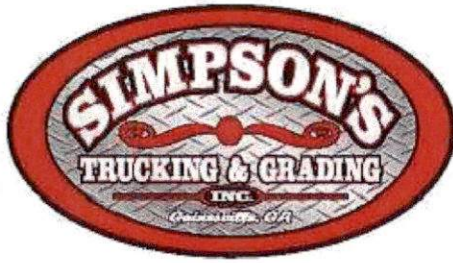
Total Change Order Amount

\$99,000.00

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Jones", written over a horizontal line.

Bryan Jones
Vice President



Simpson Trucking & Grading, Inc.
1364 Candler Road
Gainesville, GA 30507

Phone 770-536-4731
Fax 770-503-0289
www.simpsonstrucking.com

To:	Hall County Board Of Commissioners	Contact:	Frank Miller
Address:	Gainesville, GA	Phone:	
		Fax:	
Project Name:	Antioch Campground Road Culvert Repair	Bid Number:	0262023
Project Location:	3125 Antioch Campground Rd, Gainesville, GA	Bid Date:	4/26/2023

Item #	Item Description	Estimated Quantity	Unit
10100	Mobilization	1.00	LS
10110	100% Performance & Payment Bond	1.00	LS
10150	Soft Utility Locate	1.00	LS
10200	Construction Staking	1.00	LS
10300	Traffic Control	1.00	LS
20205	Tree Removal	1.00	LS
30110	Type C Silt Fence, Double Row	200.00	LF
30200	Rip Rap @ Headwalls	2.00	LOAD
30410	Grassing	1.00	LS
	• Excludes Sod		
50160	Replace Existing Culvert With 48" RCP	45.00	LF
	• Incl. Standard Precast Headwalls.		
	• Asphalt Replacement By Allied In County Contract.		
	• Price Includes GAB		

Total Bid Price: \$94,613.37

Notes:

- Mobilization includes our estimated move ins and move out of equipment. Extra mobilizations due to conditions beyond our control or at the convenience or delays of others shall be done at additional cost.
- Pricing is based on civil plans prepared by xxxxxxxxxxxxxxxx and dated xx/xx/xxxx. Bid drawings are considered build drawings unless Simpson Trucking & Grading, Inc. receives the proper record drawing. Revisions to drawings shall indicate ALL changes made by clouding or highlighting to denote changes. It shall be the owner, GC, Architect or engineers responsibility to make contractor aware of all changes to plans.
- CLEARING & GRUBBING : All Timber to become property of Grading Contractor. Pricing based on grinding debris and wasting onsite or utilizing some to assist with erosion control.
- Hazardous or contaminated materials requiring special handling or disposal ARE SPECIFICALLY EXCLUDED. Examples are: Asbestos, tires, pcb's, lead, tanks, oils, batteries, etc.
- Utility relocations, cut offs, or removals are not included. Utility conflicts with improvements on plans to be resolved at the cost of the owner.
- All Topsoil is priced to utilize onsite, import or export of topsoil is not included unless shown as a specific pay item. Topsoil stripping is based on average 6"-8" thick, deeper shall be considered undercutting unsuitable soils and paid for at the rate below. Topsoil to be stripped and utilized as - is in fill slopes or stockpiled for use by others. Rehandling, mining and burying, or respreading shall be at additional cost, if required
- GRADING : is based on drawings and topography provided. No allowance has been given for importing or exporting any earthen material from or to offsite. Grading to be performed to a tolerance of +/- 2 tenths of a foot of subgrade elevation. Compaction to be at 95% standard proctor and 98% standard proctor for the upper 12" of subgrade under buildings and pavements. Footing spoils and excess materials generated by other contractors working onsite shall be the responsibility of the entity generating spoils. Accel and Decel lane to be safed up with stone by paving contractor. Subgrade to be cut 1 (ONE) time. Footing excavation of buildings is excluded.



Hall County Board of Commissioners

Financial Services

PO Drawer 1435

Gainesville, GA 30503

PURCHASE ORDER

Fiscal Year 2023

Page 1 of 1

PURCHASE ORDER DETAILS

Purchase Order Number **00433038**

Purchase Order Date **01/27/2023**

Department **ROAD MAINTENANCE**

Bill To

Please send all invoices to
accountspayable@hallcounty.org
or upload invoices to Vendor
Self-Service

Ship To

HALL COUNTY ROAD
MAINTENANCE
1670 BARBER ROAD
GAINESVILLE, GA 30507

Vendor **10611**
ALLIED PAVING CONTRACTORS INC
PO BOX 509
PENDERGRASS, GA 30567

The Terms and Conditions printed on the back of this
Purchase Order shall govern the terms of this purchase.

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		10611		Debra Howington	

NOTES					
ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2022 RESURFACING LIST OF PAVING SITES. GL #: 324-4971-541400-0000- Project # : E-RESURFACE1-4971-541400- Commodity Code: -	1.0000		\$5,997,328.1800	\$5,997,328.18

Shipment of goods or delivery of services resulting from this Purchase Order constitutes acceptance by the Supplier of
the Terms and Conditions of the Purchase Order. Not to exceed amount without written change order.

Authorized Signature

Purchase Order Total **\$5,997,328.18**

HALL COUNTY, GEORGIA

TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
2. If any conflict or ambiguity arise between these Terms and Conditions herein and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set herein shall supersede and govern over all Supplier's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services shall be deem as the Supplier's full and complete acceptance of the County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exception may be given to custom cut (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Delivery shall be made to the ship-to address(s) listed on the PO and within the time specified. The Supplier must note if multiple ship-to address are used and deliver goods to the appropriate ship-to address.
22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by the County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of this PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
32. Invoices should be submitted to the County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
33. In the event that this PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that the Supplier and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted, freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
42. Any changes to the PO in quantity or dollar amount require a written change order issued by the County



Hall County Board of Commissioners

Financial Services

PO Drawer 1435

Gainesville, GA 30503

PURCHASE ORDER

Fiscal Year 2023

Page 1 of 1

PURCHASE ORDER DETAILS

Purchase Order Number **00433038-001**

Purchase Order Date **01/27/2023**

Department **ROAD MAINTENANCE**

Bill To

Please send all invoices to
accountspayable@hallcounty.org
or upload invoices to Vendor
Self-Service

Ship To

HALL COUNTY ROAD
MAINTENANCE
1670 BARBER ROAD
GAINESVILLE, GA 30507

Vendor **10611**
ALLIED PAVING CONTRACTORS INC
PO BOX 509
PENDERGRASS, GA 30567

The Terms and Conditions printed on the back of this
Purchase Order shall govern the terms of this purchase.

CHANGE ORDER

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		10611		Debra Howington	

NOTES

2022 RESURFACING LIST OF PAVING SITES.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2022 RESURFACING LIST OF PAVING SITES. 2022 Midyear Additional Funding GL #: 324-4971-541400-0000- Project #: E-RESURFACE1-4971-541400- Commodity Code: -	1.0000		\$9,145,215.4900	\$9,145,215.49

Shipment of goods or delivery of services resulting from this Purchase Order constitutes acceptance by the Supplier of
the Terms and Conditions of the Purchase Order. Not to exceed amount without written change order.

Authorized Signature

Purchase Order Total **\$9,145,215.49**

HALL COUNTY, GEORGIA TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
2. If any conflict or ambiguity arise between these Terms and Conditions herein and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set herein shall supersede and govern over all Supplier's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best Interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services shall be deem as the Supplier's full and complete acceptance of the County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, contractor, consultant; designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
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26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
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35. The Supplier certifies that the Supplier and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
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AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 190/2023

SUBJECT: Approve the award of RFQ/P #43-021 Construction Manager at Risk for Hall County Health Department Campus Renovations for Public Works & Utilities to Hogan Construction Group, LLC of Peachtree Corners, GA. The estimated cost is \$1,048,337.67.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: BN

Recommendation:
Approve

Purpose of Request:

Approve the award of RFQ/P #43-021 Construction Manager at Risk for Hall County Health Department Campus Renovations for Public Works and Utilities to Hogan Construction Group, LLC of Peachtree Corners, GA, for the estimated amount of \$1,048,337.67

History:

After thoroughly evaluating RFQ/P #43-021 for providing Construction Manager at Risk services, this recommendation is made. Thirty (30) firms were contacted, ten (10) replied with a no-bid, and three (3) submitted a response.

Facts and Issues:

Options:

The contractor agrees to provide the Services to the County as detailed in RFQ/P #43-021, its Exhibits, Attachments, and the bidder's response, all hereby incorporated by reference.

This project includes constructing a new building of approximately 8,065 square feet and phased renovation while using an existing building of approximately 33,200 square feet to add new parking lots and an access drive around the current Health Department.

The total project budget is nine million, three hundred seventy-five thousand, seven hundred and no/100 (\$9,375,700.00), including pre-construction, construction, contingency, and other Owner associated costs. The estimated cost of \$1,048,337.67, or 11.18%, is based on the contractor's fee on a Guaranteed Maximum Price (GMP) of 9,375,700.00 would be inclusive of the contractor's fee.

Upon completion of the Civil and Architectural contract documents for the Health Dept Campus improvements, the awarded contractor will provide a GMP for the Board's consideration.

The American Rescue Plan Act (ARPA) is the funding source.

Funding Requested	\$ 1,048,337.67
Are funds within current budget?	Yes
Source of Funds	American Rescue Plan Act
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
AP	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Contract
Bid Tabulation Summary Sheet
Cost Proposal - Hogan Construction



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 190/2023

Funds Requested: \$ 1,048,337.67

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

American Rescue Plan Act

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	018 - American Rescue Plan Act	830 - American Rescue Plan Act	6009 - INFRASTRUCTURE	\$1,048,337.67

Budget Transfer Items:

Additional Information/Comments:

Enterprise ERP Coding: 230-3921-541400-0000- Project Code: GSLT-0641-3921-541400

Contact for Questions: BN

Phone: 770 531-6800



Hall County Government

FINANCIAL SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #43-021

For the provision of

Construction Manager at Risk

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Construction Manager at Risk services for the management of pre-construction and construction services for (1) new Medical Office Building for use by the Northeast Georgia Physicians Group, located at the Butler Community Center, Gainesville, GA and (2) renovations of the adjacent, existing Hall County Health Department building, located at 1290 Athens Street, Gainesville, GA 30507 (hereinafter "Services"), as entered into on _____ and with an Effective Date of _____, is by and between; Hall County, Georgia (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Hogan Construction Group, 5075 Avalon Ridge Parkway, Norcross, GA 30071 (hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

Whereas, the parties do mutually desire to enter into this Contract to document the provision of Services or other valuable consideration by the Contractor to the County in exchange for payment as compensation.

This Contract is the result of the competitively bid RFQ/P #43-021. The Contractor bid response, the Scope of Services, Exhibits, Attachments, and references are all incorporated herein by reference. Therefore, in consideration of the terms, conditions, and mutual promises contained herein, expressed by a valid offer and acceptance, the receipt and sufficiency of which both parties hereby acknowledge, the parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Services**, and for locations and services as described in the RFQ/P #43-021 and the bidder's response.

Services include construction of a new building of approximately 8,065 square feet and phased renovation while in use of an existing building of approximately 33,200 square feet to include addition of a drive-through. The total project budget is nine million, three hundred seventy five, seven hundred dollars and no/100 cents (\$9,375,700), inclusive of pre-construction, construction, contingency, and other Owner associated costs.

- B. **COMPENSATION:** County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled **Exhibit C – Mandatory Cost Proposal Worksheet**, which shall serve as the Contractor's Fee Schedule. All payments are in arrears, as the County does not pay for Services not yet rendered.
- C. **Price Escalation Clause.** - Reserved

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Bill Nash
Director
Public Works & Utilities
2875 Browns Bridge Rd
Gainesville, GA
bnash@hallcounty.org
Ph: (678) 780-6843

COUNTY ISSUING OFFICER

Andy Penick
Purchasing Manager
Hall County Finance Department
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

CONTRACTOR'S CONTACT INFO

Paul Hogan
President
Hogan Construction Group
5075 Avalon Ridge Pkwy
Norcross, GA 30071
PHogan@hoganConstructionGroup.com
Phone (770) 242-8588

REMIT-TO ADDRESS

Company's FEIN # 58-2394337

Same
Same
Same
Same
Same

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #105 – CONTRACT TERM – Eight Hundred and twenty-five calendar days (825) for substantial completion from issuance of Notice-to-Proceed, and an additional sixty calendar days (60) for final-completion, and all sub-contractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in

fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

Definition: The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.'

B. Obligations beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. Transition Cooperation with the County and Cooperation with other Contractors. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

Either party may terminate this Contract by providing thirty (30) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section four (4) above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

A. Termination for Convenience. Following thirty (30) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
2. The County determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference

between the Contract and the substitute Contract to the defaulting Contractor; and/or,

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

- F. Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

- G. The Contractor's Termination Duties.** Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 5. Immediately return to the County any payments made by the County for goods and services that were not delivered by the Contractor.
- H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor must pay the County liquidated damages in the amount of twelve hundred dollars and no/100 (\$1,200.00) per calendar day past the completion date.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall

also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

- A. Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A.** The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B.** The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right to issue a written Stop Work Order at any time to require the Contractor cease any procedure, or the use of any equipment materials or chemicals considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE # 118– INSURANCE REQUIREMENT:

- A. **Insurance Requirements.** The Contractor must maintain and warrant to Hall County insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Hall County, Georgia, Hall County Landfill, as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

1. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

- | | | |
|----|--|------------|
| a. | Bodily injury by accident - per employee | \$ 100,000 |
| b. | Bodily injury by disease - per employee | \$ 100,000 |
| c. | Bodily injury by disease – policy limit | \$ 500,000 |

2. Commercial General Liability Policy with at least the following minimum coverage:

- | | | |
|----|---|-------------|
| a. | Each Occurrence Limit | \$1,000,000 |
| b. | Personal & Advertising Injury Limit | \$1,000,000 |
| c. | General Aggregate Limit | \$3,000,000 |
| d. | Products/Completed Ops. Aggregate Limit | \$2,000,000 |

Automobile Liability with at least the minimum coverage: \$1,000,000
Combined Single Limit to cover Any Vehicle, leased or rented by the Contractor

3. Umbrella Liability, Excess Liability per Occurrence \$2,000,000
Aggregate \$2,000,000

It shall be the responsibility of the Contractor to require all of its sub-Contractors to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above, and to provide a certificate evidencing that such insurance is in effect upon request. Endorsement must be provided with the insurance certificate.

- B. **Insurance Certificates and General Requirements.** No Contract performance shall occur unless and until the County receives required insurance certificates.

The insurance certificate must reference the Contract number assigned by the County and document that the liability coverage purchased by the Contractor includes contractual liability coverage to insure the indemnity agreement as stated herein.

- C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this section shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.
- D. **Waiver of Subrogation.** There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in

the Bidder's response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

1. Contractor shall invoice the County via email solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.
2. Each invoice shall include the Contractor's current "Remit to" address; a description and location of the Services provided; the invoice amount; the Contract number and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract, which includes release of any liens from all sub-contractors and material providers.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or withhold payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

- D. Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the

Contractor against any sum owed to the Contractor, in the County's sole discretion.

- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

The Contractor must furnish to the County a Performance Bond equal to one-hundred percent (100%) of the Contract's total initial term dollar amount, and additionally a Payment Bond equal to one-hundred percent (100%) of the total initial term dollar amount. After receipt of the bonds, the County will issue a Notice-to-Proceed. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE

The County will retain funds from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFQ/P documents and the bidder's response, are-herein-incorporated into this contract by reference.

EXHIBIT C - Mandatory Cost Proposal

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements,

agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset

equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.

8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total cost and not less than fifteen (15) days terms. A supplier simply offering a discount does not constitute the County's acceptance of such, and the County is not be bound to the offer.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.


29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

COMPANY'S FULL LEGAL NAME

HALL COUNTY, GEORGIA

By: 

By: _____

Richard Higgins, Chairman

Hall County Board of Commissioners

Title: ___President_____

Print Name: ___Paul Hogan_____

Attestment: _____


County Clerk

Sworn to and subscribed before me this

Sworn to and subscribed before me this

6 Day of April, 2023

_____ Day of _____, 2023

Notary Public: 

Notary Public: _____

Notary commission expires: 5-23-25

Notary commission expires: _____

[Locus Sigilli]

[Locus Sigilli]

Abbie Hart Tischer
NOTARY PUBLIC
Forsyth County, GEORGIA
My Commission Expires 05/23/2025

APPROVED AS TO FORM:

William Linkous, Deputy County
Or designee

BID TABULATION SUMMARY SHEET

BIDDERS	Carroll Daniel	Hogan Construction	Cork Howard Construction
Average Technical Scores	636.35	658.6	480.6
Average Cost Scores	153	192	92
Total Scores	789.35	850.6	572.6

Evaluator 1 - Technical Scores	740.925	767.625	293.7
Evaluator 2 - Technical Scores	587.4	654.15	567.375
Evaluator 3 - Technical Scores	580.725	554.025	580.725
Totals	1909.05	1975.8	1441.8
Averages	636.35	658.6	480.6

Evaluator 1 - Cost Scores	158	175	75
Evaluator 2 - Cost Scores	150	200	100
Evaluator 3 - Cost Scores	150	200	100
Totals	458	575	275
Averages	153	192	92

HOW TO USE:

Proposers must complete the entire form (all three tabs). Read all of the notes included on each tab. Enter information into yellow fields. Amounts will total on the cover page tab. Proposers should include whatever project durations they believe they need to successfully complete the project. Failure to comply with the notes or complete the form, may result in disqualification.

EXHIBIT C

Form date: 2/22/2022

CM/GC'S GENERAL CONDITIONS AND FEE PROPOSAL

CM/GC'S PRE-CONSTRUCTION SUM	
PRE-CONSTRUCTION SUM	\$ 22,500.00
CM/GC'S CONSTRUCTION PHASE GENERAL CONDITIONS COSTS	
LABOR	\$ 567,118.37
OVERHEAD COSTS AND EXPENSES	\$ 186,296.00
TOTAL	\$ 753,414.37
CM/GC'S FEE	
CONSTRUCTION PHASE FEE PERCENTAGE	3.00%
CONSTRUCTION PHASE FEE AMOUNT	\$ 272,423.30
The Construction Phase Fee Amount is calculated by multiplying the Construction Phase Fee Percentage by the result obtained when the Preconstruction Sum is subtracted from the GMP Cost Limitation and the result is divided by the sum of 1 plus the Construction Phase Fee Percentage. $CPFee = CPFee\% \times [(GMPCL - PreCon\ Sum)/(1 + CPFee\%)]$	
TOTALS	
GMP COST LIMITATION	\$ 9,375,700.00
TOTAL PRE-CONSTRUCTION SUM, CONSTRUCTION PHASE GENERAL CONDITIONS COSTS, AND CM/GC's FEE	\$ 1,048,337.67
PERCENTAGE OF PROJECT	11.18%

Proposers must attach a detailed itemization of the proposed General Conditions Costs in the format attached hereto.

Project Number:	RFQ/P #43-021
Project Name:	Construction Manager at Risk
Proposer (Company):	Hogan Construction Group, LLC.
Name:	Paul Hogan
Date:	4/6/2023



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 246/2023

SUBJECT: Approve the renewal of the annual contract for RFQ/P #43-001 Demand Services for Professional Architectural Services for Public Works & Utilities to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA, and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is \$400,000.00.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: BN

Recommendation:
Approve

Purpose of Request:

Approve the renewal of the annual contract for RFQ/P #43-001 Demand Services for Professional Architectural Services for Public Works & Utilities to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA, and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is \$400,000.00.

History:

The County uses these vendors to assist with building design projects such as Fire Stations, Parks, and other County projects that may require architectural and planning services. These three (3) vendors have held a similar contract in the past and are in good standing within the County.

Facts and Issues:

This is year two (2) of a possible five (5) year contract. All vendors have performed each project to the satisfaction of the County, and all are in good standing within the County.

Options:

Funding Requested

\$ 400,000.00

Are funds within current budget?

Yes

Source of Funds

Various

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	No
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
DH	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Signature Request & Contract - CPL, Hussey Gay Bell & DeYoung, and Precision Planning
Precision Planning Inc. contract
Hussey Gay Bell & DeYoung International contract
CPL Team contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 246/2023

Funds Requested: \$ 400,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	TBD	TBD	5419 - DESIGN & ENGINEERING	\$400,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 770-531-6800



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 5/3/2023

To: Richard Higgins, Commission Chairman

From: Debra Howington, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: RFP/Q #43-001-1

Bid/Contract Name: Demand Services for Architectural Services

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: CPL Team, Suwanee, GA, Hussey Gay Bell & DeYoung International, Duluth, GA and Precision Planning Inc., Lawrenceville, GA

Date of BOC Approval: 5/25/2023

Contract Description: Architectural Services

☒ Annual Contract ☐ New ☒ Renewal

Estimated Prior Year's Spend: \$ 850,000.00

☐ Price Increase Requested Percentage Increase:

☒ Project/Service Contract Awarded Amount: OPEN

☐ Commodity Contract Awarded Amount:

Comments: This is year two (2) of a five (5) year bid.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

State of Georgia
County of Hall

Contract #43-001-1

Supplement Agreement #1

Demand Services for Architectural Services

April 11, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #41-007, Demand Services for Architectural Services, and

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Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

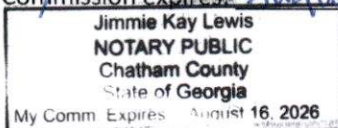
By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 17th day of
April, 2023

Notary Public
Commission expires: August 16, 2026

Hussey, Gay, Bell & DeYoung
International, Inc.

By: _____
Anthony Uhrich, CPA
CFO & Vice President



Contract #43-001-1

Demand Services for Architectural Services

April 11, 2023

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State of Georgia
County of Hall

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Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 14th day of
April, 2023

Precision Planning, Inc.

Kathy F. Barker
Notary Public
Commission expires: 4/6/2027

By: [Signature]
Elizabeth A. Hudson, RA
Executive Vice President



Contract #43-001-1

April 11, 2023

[illegible]

State of Georgia
County of Hall

Contract #43-001-1

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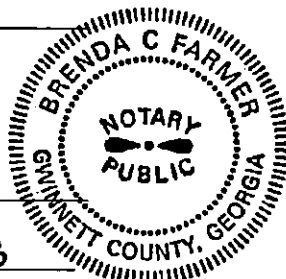
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_____, 2023

Notary Public
Commission expires: _____

Subscribed and sworn to in our
presence this 27th day of
April, 2023

Brenda C. Farmer
Notary Public
Commission expires: 5/25/23



Hall County, Georgia

By: _____
Richard Higgins
Commission Chairman

CPL Architects, Engineers, Landscape
and Surveyor, D.P.C. (P.C.)

By: Kevin McOmber
Kevin McOmber, PE
Principal / Executive Vice President

Contract #43-001-1

Demand Services for Architectural Services

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Cost Proposal Info - Std. Hourly Rate

<u>Item</u>	Precision Planning	Clark, Patterson, Lee (CPL)	Hussey, Gay, Bell
Administrative			\$75.00
Administrative Assistant I			
Administrative Assistant II			
Administrative - Consultants			
Administrative - Senior			\$115.00
Architect / Principal			
Architect - Project Manager			
Architect I			\$120.00
Architect II			\$130.00
Architect III			\$150.00
Architectural Technician I			\$90.00
Architectural Technician II			\$110.00
Architectural Technician III			\$120.00
Architectural Designer			
Assistant Engineer			\$130.00
CAD Technician	\$80.00		
Civil Engineer	\$120.00	\$125 - \$180	
Civil Engineer - Travis Pruitt and Associates			
Clerical		\$75.00	
Cost Estimator	\$110.00	\$160.00	
Cost Estimator - Palacio Collaboratiave			
Cost Estimating Principal			
Cost Estimating Project Manager			
Design Structural Engineer			
Designer			
Design Manager		\$190.00	
Director of Architecture			
Director of Interiors			
Draftsperson		(\$85 - \$125)	
Electrical Engineer	\$140.00	\$125 - \$180	
Electrical Engineer - Molnar Jordan & Assoc.			
Engineer I			\$145.00
Engineer II			\$150.00
Engineer III			\$155.00
Engineer IV			\$170.00
Engineer V / Associate			\$185.00
Executive VP / Senior VP			
Executive Administrative Assistant			
Field Crew Supervisor			
Graphic Designer			
Graphic Design Manager			
Interior Designer	\$90.00	\$125 - \$180	
Interior Designer I			\$70.00
Intern Architect	\$90.00		\$95.00
Intern I (Architecture Engineering / Environmental Sciences / Interior Design)			
Intern II (Architecture Engineering / Environmental Sciences / Interior Design)			
Job Captain	\$100.00		
Landscape Architect	\$90.00	\$160.00	\$140.00

Landscape Architect - Travis Pruitt and Associates			
Landscape Architectural Designer			
Low Voltage Project Engineer			
Low Voltage Project Manager / Sr. Engineer			
Managing Principal			\$180.00
Mechanical / Plumbing Engineer	\$140.00	\$125 - \$180	
Mechanical / Plumbing Engineer - Molnar Jordan & Assoc.			
Mechanical / Electrical / Plumbing CADD Drafter (MEP)			
Mechanical / Electrical / Plumbing Designer (MEP)			
Mechanical / Electrical / Plumbing Principal (MEP)			
Mechanical / Electrical / Plumbing Project Engineer (MEP)			
Mechanical / Electrical / Plumbing Senior Designer (MEP)			
Mechanical / Electrical / Plumbing Senior Engineer (MEP)			
Plumbing Engineer		\$125 - \$180	
Principal Architect			\$155.00
Principal - Building & Space Assesor			
Principal Engineer			\$205.00
Principal Engineer - Travis Pruitt and Associates			
Principal-In-Charge	\$185.00	\$240.00	
Principal Interior Designer			
Principal Scientist			
Professional I (Architect / Engineer / Interior Design / Project Manager / Scientist)			
Professional II (Architect / Engineer / Interior Design / Project Manager / Scientist)			
Professional Architect (Testimony & Preparation)			\$345.00
Professional Engineer (Testimony & Preparation)			\$345.00
Professional Land Surveyor			
Project Administrator	\$90.00		
Project Architect	\$120.00	\$165.00	
Project Assistant	\$70.00		
Project Engineer - Travis Pruitt and Associates			
Project Manager	\$125.00	\$185.00	
Project Manager - Travis Pruitt and Associates			
Project Representative			\$95.00
Project Technician			
Registered Land Surveyor I			\$130.00
Registered Land Surveyor II			\$145.00
Registered Land Surveyor III			\$165.00
Resource Principal		\$210.00	
REVIT / CADD Technician			
Senior Designer			
Senior Civil Engineers	\$140.00		
Senior Interior Designer			
Senior Landscape Architect	\$140.00	\$185.00	
Senior Professional (Architect / Engineer / Interior Design / Project Manager / Scientist)			
Senior Project Architect	\$140.00		
Senior Project Assistant	\$80.00		
Senior Project Manager	\$150.00	\$195.00	
Senior Project Representative			\$110.00
Senior Project Technician			
Senior Surveyor	\$150.00		
Structural Engineer	\$140.00	\$125 - \$180	
Structural Engineer - Palmer Engineering			

Structural Engineer Drafter / CADD Personnel		
Structural Engineer / Principal		
Survey Coordinator	\$100.00	
Survey Manager	\$130.00	
Survey Technician	\$90.00	
Surveying (1-Man Crew)		\$145.00
Surveying (2-Man Crew)		\$165.00
Surveying (3-Man Crew)		\$175.00
Surveying (4-Man Crew)	\$175.00	
Technical I (Contract Spec. / CADD Tech. / Designer / Drafting, CA, ROW, Field Tech, Inspector)		
Technical II (Contract Spec. / CADD Tech. / Designer / Drafting, CA, ROW, Field Tech, Inspector)		
Technical III (Contract Spec. / CADD Tech. / Designer / Drafting, CA, ROW, Field Tech, Inspector)		
Technician I		\$105.00
Technician II		\$115.00
Technician III		\$120.00
Vice President		

State of Georgia
County of Hall

Contract #43-001-1

Supplement Agreement #1

Demand Services for Architectural Services

April 11, 2023

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presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

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April, 2023

Precision Planning, Inc.

Kathy F. Barker
Notary Public
Commission expires: 4/6/2027

By: [Signature]
Elizabeth A. Hudson, RA
Executive Vice President



State of Georgia
County of Hall

Contract #43-001-1

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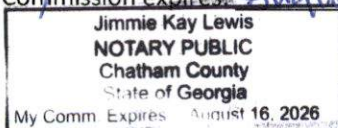
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Notary Public
Commission expires: August 16, 2026

Hussey, Gay, Bell & DeYoung
International, Inc.

By: _____
Anthony Uhrich, CPA
CFO & Vice President



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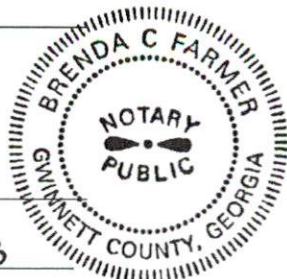
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presence this _____ day of
_____, 2023

Notary Public
Commission expires: _____

Subscribed and sworn to in our
presence this 27th day of
April, 2023

Brenda C. Farmer
Notary Public
Commission expires: 5/25/23



Hall County, Georgia

By: _____
Richard Higgins
Commission Chairman

CPL Architects, Engineers, Landscape
and Surveyor, D.P.C. (P.C.)

By: Kevin McOmber
Kevin McOmber, PE
Principal / Executive Vice President



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 245/2023

SUBJECT: Approve the renewal of the annual contract for RFQ/P #41-001 Demand Services for Civil Engineering for Public Works & Utilities to Atlas Technical Consultants, LLC of Duluth, GA, CPL Architects, Engineers, Landscape and Surveyor, D.P.C (P.C.) of Suwanee, GA and Hussey, Gay, Bell, & DeYoung International of Duluth, GA. The estimated annual cost is \$150,000.00.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: BN

Recommendation:

Approve

Purpose of Request:

Approve the renewal of the annual contract for RFQ/P #41-001 Demand Services for Civil Engineering for Public Works & Utilities to Atlas Technical Consultants, LLC of Duluth, GA, CPL Architects, Engineers, Landscape and Surveyor, D.P.C (P.C.) of Suwanee, GA and Hussey, Gay, Bell, & DeYoung International of Duluth, GA. The estimated annual cost is \$150,000.00.

History:

The three (3) vendors are in good standing within the County.

Facts and Issues:

This is year four (4) of a five (5) year contract. These vendors have all performed assigned projects without issues and are in good standing within the County.

Options:

Funding Requested

\$ 150,000.00

Are funds within current budget?

Yes

Source of Funds

Various

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
DH	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement

Signature Request & Contract - Atlas Technical Consultants, CPL, Hussey Gay Bell & DeYoung

CPL Team contract

Hussey Gay Bell & DeYoung International contract

Atlas Technical Consultants, LLC contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 245/2023

Funds Requested: \$ 150,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	TBD	TBD	5419 - DESIGN & ENGINEERING	\$150,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 770-531-6800



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 5/3/2023

To: Richard Higgins, Commission Chairman

From: Debra Howington, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: RFP/Q #41-001-3

Bid/Contract Name: Demand Services for Civil Engineering Services

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: Atlas Technical Consultants, LLC, Duluth, GA, CPL Team, Suwanee, GA and Hussey Gay Bell & DeYoung International, Duluth, GA.

Date of BOC Approval: 5/25/2023

Contract Description: Civil Engineering Services

☒ Annual Contract ☐ New ☒ Renewal

Estimated Prior Year's Spend: \$ 150,000.00

☐ Price Increase Requested Percentage Increase:

☒ Project/Service Contract Awarded Amount: OPEN

☐ Commodity Contract Awarded Amount:

Comments: This is year four (4) of a five (5) year bid.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

State of Georgia
County of Hall

Contract #41-001-3

Supplement Agreement #3

Demand Services for Civil Engineering Services

April 11, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #41-001, Demand Services for Civil Engineering Services, dated July 1, 2020 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

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In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hussey, Gay, Bell & DeYoung Intl.

Notary Public
Commission expires: _____
Jimmie Kay Lewis
NOTARY PUBLIC
Chatham County
State of Georgia
My Comm. Expires August 16, 2026

By: _____
Anthony Uhrich

Contract #41-001-3

Demand Services for Civil Engineering Services

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State of Georgia
County of Hall

Contract #41-001-3

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Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 12 day of
April, 2023

Notary Public
Commission expires: 12/8/23



Atlas Technical Consultants, LLC

By: _____
Todd L. Long

Contract #41-001-3

Demand Services for Civil Engineering Services

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[illegible]

State of Georgia
County of Hall

Contract #41-001-3

Supplement Agreement #3

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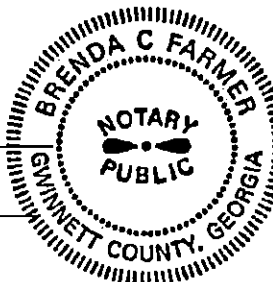
Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 28th day of
April, 2023

Brenda C. Farmer
Notary Public
Commission expires: 5/25/23



CPL Architects, Engineers, Landscape

By: Richard J. Edinger
Richard J. Edinger, PE
Principal / V.P.

Contract #41-001-3

Demand Services for Civil Engineering Services

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Demand Contract Services for Civil Engineering Services					
RFP 41-001					
Hourly Rates	Clark Patterson Lee Suwanee, GA.		Atlas Duluth, GA		Hussey Gay Bell Duluth, GA
	Proposed Cost		Proposed Cost		Proposed Cost
	Transportation		Principal in Charge	\$ 200.00	Hussey Gay Bell
	Principal Architect	\$ 280.00	Project Manager	\$ 175.00	Engineer V / Associate \$ 185.00
	Principal Engineer	\$ 280.00	QAQC Sr. Review Engineer - PE	\$ 175.00	Engineer IV \$ 170.00
	Principal Consultant	\$ 190.00	Survey Dept. Head - RLS	\$ 150.00	Engineer III \$ 155.00
	Project Manager	\$ 190.00	Registered Land Surveyor	\$ 100.00	Engineer II \$ 150.00
	Senior Planner	\$ 175.00	2 Person Survey Crew	\$ 110.00	Engineer I \$ 145.00
	Senior Engineer MEP	\$ 175.00	Site / Hydro / Stormwater Engineer-PE	\$ 120.00	Assistant Engineer \$ 130.00
	Landscape Architect	\$ 175.00	Sr. Roadway Design Engineer - PE	\$ 160.00	Technician III \$ 120.00
	Senior Engineer Civil / Structural	\$ 155.00	Roadway Design Engineer	\$ 100.00	Technician II \$ 115.00
	Senior Interior Designer	\$ 155.00	Design Technician / CADD Operator	\$ 70.00	Technician I \$ 105.00
	Planner	\$ 140.00	Sr. Structural Designer - PE	\$ 160.00	Landscape Architect \$ 140.00
	Project Architect	\$ 140.00	Structural Designer	\$ 110.00	Sr. Project Representative \$ 110.00
	Project Engineer MEP	\$ 140.00	Sr. Traffic Engineer / Signal Engineer - PE	\$ 150.00	Project Representative \$ 95.00
	Project Engineer Civil / Structural	\$ 125.00	Traffic Signal Design Engineer - EIT	\$ 100.00	Administrative \$ 75.00
	Resident Observer	\$ 125.00	Environmental Manager	\$ 125.00	<u>Wilburn</u>
	Interior Designer	\$ 110.00	Environmental Scientist (Ecologist, Historian, Archaeologist)	\$ 100.00	Engineering Manager / Team Lead \$ 210.00
	Junior Planner	\$ 95.00	Geologist (landfill, groundwater)	\$ 100.00	Sr. Traffic Engineer \$ 185.00
	Junior Engineer	\$ 95.00	Sr. Geotechnical Engineer - PE	\$ 150.00	Sr. Design Engineer \$ 125.00
	Junior Draftsperson	\$ 95.00	Landfill Engineer	\$ 125.00	Traffic Engineer \$ 95.00
	Clerical Administrative	\$ 80.00	Office Engineer	\$ 100.00	Traffic Technician \$ 50.00
			Public Information Coordinator	\$ 75.00	<u>Edwards-Pitman</u>
			Secretary / Administrative Assistant	\$ 55.00	Sr. Environmental Project Manager \$ 126.00
			Other Expense:		Sr. Project Ecologist \$ 115.00
			Mileage	\$0.575 / mile	Community Planner \$ 145.00
					CERM
					Lead Geotechnical Engineer \$ 198.00
					Geotechnical Engineer \$ 130.00
					Hayes James
					Surveyor / Principal \$ 150.00
					Survey Technician II \$ 95.00
					Survey Party Chief III \$ 90.00
					Survey Instrument Operator \$ 60.00
					Survey Assistant \$ 45.00
					Dead Research Specialist \$ 68.00

State of Georgia
County of Hall

Contract #41-001-3

Supplement Agreement #3

Demand Services for Civil Engineering Services

April 11, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #41-001, Demand Services for Civil Engineering Services, dated July 1, 2020 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

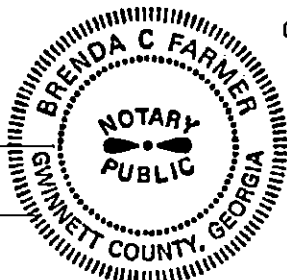
Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 28th day of
April, 2023

Brenda C. Farmer
Notary Public
Commission expires: 5/25/23



CPL Architects, Engineers, Landscape

By: Richard J. Edinger
Richard J. Edinger, PE
Principal / V.P.

State of Georgia
County of Hall

Contract #41-001-3

Supplement Agreement #3

Demand Services for Civil Engineering Services

April 11, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #41-001, Demand Services for Civil Engineering Services, dated July 1, 2020 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hussey, Gay, Bell & DeYoung Intl.

Notary Public
Commission expires: _____
Jimmie Kay Lewis
NOTARY PUBLIC
Chatham County
State of Georgia
My Comm. Expires August 16, 2026

By: _____
Anthony Uhrich

State of Georgia
County of Hall

Contract #41-001-3

Supplement Agreement #3

Demand Services for Civil Engineering Services

April 11, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #41-001, Demand Services for Civil Engineering Services, dated July 1, 2020 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 12 day of
April, 2023

Notary Public
Commission expires: 12/8/23



Atlas Technical Consultants, LLC

By: _____
Todd L. Long



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 224/2023

SUBJECT: Approve the renewal of the annual contract for RFQ/P #43-004 Sewer System Operation Services for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL. The estimated annual cost is \$1,149,652.00.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: BN

Recommendation:
ClearWater Solutions, LLC, Auburn, AL

Purpose of Request:

Approve the renewal of the annual contract for RFQ/P #43-004 Sewer System Operation Services for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL. The estimated annual cost is \$1,149,652.00.

History:

This bid was awarded to ClearWater Solutions, LLC, in April 2022 for FY 2023.

Facts and Issues:

This is year two (2) of a five (5) year contract. ClearWater Solutions, LLC is in good standing within the County. As part of the contract, Clearwater will perform a service to rate the condition and inventory of the County's existing sewer lines over the five-year contract period.

An estimated cost increase of 6.4% is requested based on the CPI for commodities used for the operations. This includes chemicals, electrical, and other operating supplies.

Options:

Funding Requested

\$ 1,149,652.00

Are funds within current budget?

Yes

Source of Funds

Sewer Fund

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?**Approvals:**

Buyer	Submit	Approve	Purchasing
DH	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement

Signature Request & Contract - ClearWater Solutions



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 224/2023

Funds Requested: \$ 1,149,652.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Sewer Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	022 - WATER & SEWER	139 - SPOUT SPGS RECLAM. PLAN	4708 - OPERATING SERVICES	\$1,149,652.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 770-531-6800



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 5/3/2023

To: Richard Higgins, Commission Chairman

From: Debra Howington, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: RFP/Q #43-004

Bid/Contract Name: Sewer System Operation Services for Hall County

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: ClearWater Solutions, LLC

Date of BOC Approval: 5/25/2023

Contract Description: Daily operations for sewer system for the County

☒ Annual Contract ☐ New ☒ Renewal

Estimated Prior Year's Spend: \$ 1,080,500.00

☒ Price Increase Requested Percentage Increase: 6.4%

☒ Project/Service Contract Awarded Amount: OPEN

☐ Commodity Contract Awarded Amount:

Comments: This is year two (2) of a five (5) year bid. The budget for FY23 is \$1,080,500.00. ClearWater Solutions, LLC is asking for 6.4% according to CPI data for FY22-2023. This would bring the FY24 request to \$1,149,652.00.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

State of Georgia
County of Hall

Contract #43-004-1

Supplement Agreement #1

Sewer System Operation Services for Hall County

April 11, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #43-004, Sewer System Operation Services for Hall County, dated July 1, 2022, and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 14th day of
April, 2023

Notary Public
Commission expires: 2/19/2024



ClearWater Solutions, LLC

By: Steve Cawood
Steve Cawood
CEO

Contract #43-004-1

Sewer System Operation Services for Hall County

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

all urban users. This would increase the contract from \$1,080,500 to \$1,149,652 per year

Hall County 2023-2024 Budget Request

	2022-2023	Requested 2023-2024
Chemicals	\$ 110,000.00	\$ 117,040.00
Electrical	\$ 225,000.00	\$ 239,400.00
R&M	\$ 220,500.00	\$ 234,612.00
Operating	\$ 525,000.00	\$ 558,600.00
	\$ 1,080,500.00	\$ 1,149,652.00

CPI 2022-2023

6.4%



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (05/22/23)

REPORT TO: Voting Meeting (05/25/23)

ITEM NO: 244/2023

SUBJECT: Approve the renewal of the annual contract for RFP/Q #41-006 Demand Services for Hall County Sewer System for Public Works & Utilities to AECOM Technical Services, Inc. of Atlanta, GA, Civil Engineering Consultants, Inc. of Marietta, GA and Tetra Tech, Inc. of Atlanta, GA. The estimated annual cost is \$1,800,000.00.

Meetings:

Work Session Date: 05/22/23

Voting Meeting Date: 05/25/23

Executive Summary:

Presenter: BN

Recommendation:

Approve

Purpose of Request:

Approve the renewal of the annual contract for RFP/Q #41-006 Demand Services for Hall County Sewer System for Public Works & Utilities to AECOM Technical Services, Inc. of Atlanta, GA, Civil Engineering Consultants, Inc. of Marietta, GA and Tetra Tech, Inc. of Atlanta, GA. The estimated annual cost is \$1,800,000.00.

History:

This Demand Service bid was issued for FY 2021. This is year four (4) of a five (5) year bid. All three (3) vendors are in good standing on this bid within the County.

Facts and Issues:

This is year four (4) of five (5) year contract term, and all vendors are performing well for the County on their various projects.

Options:

Funding Requested

\$ 1,800,000.00

Are funds within current budget?

Yes

Source of Funds

Sewer Fund

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
DH	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement

Signature Request & Contract - AECOM, Civil Engineering Consultants, Tetra Tech

Tetra Tech Inc. contract

Civil Engineering Consultants, Inc. contract

AECOM Technical Services, Inc. contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 244/2023

Funds Requested: \$ 1,800,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Sewer Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	TBD	TBD	5419 - DESIGN & ENGINEERING	\$1,800,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 770-531-6800



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 5/3/2023

To: Richard Higgins, Commission Chairman

From: Debra Howington, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: RFP/Q #41-006-3

Bid/Contract Name: Demand Services for Hall County Sewer System

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: AECOM Technical Services, Inc., Civil Engineering Consultants, Inc., and Tetra Tech Inc.

Date of BOC Approval: 5/25/2023

Contract Description: Servicing of Hall County sewer system

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: \$ 1,800,000.00

☒ Price Increase Requested Percentage Increase: AECOM 3.55%

☒ Project/Service Contract Awarded Amount: OPEN

☐ Commodity Contract Awarded Amount:

Comments: This is year four (4) of a five (5) year bid.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

State of Georgia
County of Hall

Contract #41-006-3

Supplement Agreement #3

Demand Services for Hall County Sewer System

April 12, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #41-006, Demand Services for Hall County Sewer System, dated July 1, 2020 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

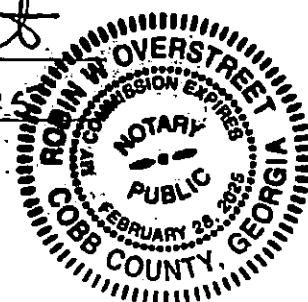
Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 28th day of
April, 2023

Robin W. Overstreet
Notary Public
Commission expires: 2/28/2025



AECOM Technical Services, Inc.

By: Tina A. Houston
Tina Houston

AECOM
Contract #41-006-3

Demand Services for Hall County Sewer System

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

[illegible]

Schedule of 2023 Professional Hourly Rates
RFQ #41-006 Engineering Demand Services for Hall County Sewer System
Hall County, Georgia

Professional Title & Classification	2023 Professional Hourly Billing Rate	2024 Professional Hourly Billing Rate	
Principal-In-Charge*	\$280	\$280	-
Contract Manager	\$251	\$260	3.6%
Technical Advisor, Senior	\$266	\$276	3.8%
Technical Advisor	\$200	\$207	3.5%
Task Manager	\$238	\$247	3.8%
Accountant, Associate	\$100	\$103	3.0%
Accountant	\$119	\$124	4.0%
Accountant, Senior	\$133	\$138	3.8%
Administrative Assistant/Clerical	\$86	\$90	4.7%
Administrative Assistant/Clerical, Senior	\$106	\$110	3.8%
Architect, Associate	\$91	\$94	3.3%
Architect	\$102	\$106	3.9%
Architect, Project	\$181	\$188	3.9%
Architect, Senior	\$220	\$228	3.6%
Construction Manager	\$143	\$148	3.5%
Construction Manager, Project	\$188	\$195	3.7%
Construction Manager, Senior	\$216	\$224	3.7%
Contract Administrator/Controls	\$98	\$101	3.1%
Senior Contract Administrator/Controls	\$172	\$178	3.5%
Designer/CADD, Associate	\$100	\$103	3.0%
Designer/CADD	\$123	\$127	3.3%
Designer/CADD, Project	\$149	\$154	3.4%
Designer/CADD, Senior	\$164	\$170	3.7%
Engineer I	\$100	\$103	3.0%
Engineer II	\$123	\$127	3.3%
Engineer III	\$143	\$148	3.5%
Engineer IV	\$159	\$164	3.1%
Engineer V	\$184	\$190	3.3%
Engineer VI	\$215	\$223	3.7%
Engineer VII	\$239	\$248	3.8%
Engineer VIII	\$253	\$262	3.6%
Engineer VIII	\$266	\$275	2.6%
Design Manager	\$238	\$247	3.8%
Design Manager, Senior	\$249	\$258	3.6%
GIS Technician I	\$89	\$92	3.4%
GIS Technician II	\$106	\$109	2.8%
GIS Technician III	\$138	\$143	3.6%
GIS Manager	\$164	\$170	3.7%
Health & Safety Manager / CIH	\$244	\$253	3.7%
Health & Safety Specialist	\$133	\$138	3.8%
Planner/Economist I	\$95	\$99	4.2%
Planner/Economist II	\$138	\$143	3.6%
Planner/Economist III	\$161	\$166	3.1%

Schedule of 2023 Professional Hourly Rates
RFQ #41-006 Engineering Demand Services for Hall County Sewer System
Hall County, Georgia



Professional Title & Classification	2023 Professional Hourly Billing Rate	2024 Professional Hourly Billing Rate	
Planner/Economist IV	\$230	\$238	3.5%
Scientist, Associate	\$102	\$106	3.9%
Scientist	\$128	\$132	3.1%
Scientist, Project	\$155	\$161	3.9%
Scientist, Senior	\$205	\$212	3.4%
Specifications Manager	\$162	\$167	3.1%
Specifications Writer	\$106	\$109	2.8%
2 Person Survey Crew	\$177	\$184	4.0%
3 Person Survey Crew	\$200	\$207	3.5%
Project Surveyor Technician	\$155	\$161	3.9%
Senior Surveyor Technician	\$177	\$184	4.0%
Survey, Project Manager (Registered Land Surveyor)	\$177	\$184	4.0%
Survey, Principal (Registered Land Surveyor)	\$205	\$212	3.4%
Technician I	\$78	\$80	2.6%
Technician II	\$102	\$106	3.9%
Technician III	\$124	\$129	4.0%

*** Capped Rate**

Annual Escalation Effective January 1: 3.5%

3.55% average

AECOM Other Direct Costs

Auto mileage	Current federal rate
Document & drawing reproduction	Cost
Outside Professional Services	Cost + 10%
Materials and Other Direct Costs	Cost + 10%

Supplement Agreement #3

Demand Services for Hall County Sewer System

April 12, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #41-006, Demand Services for Hall County Sewer System, dated July 1, 2020 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 12th day of
April, 2023

Civil Engineering Consultants, Inc.

Notary Public
Commission expires: 10/21/24

By: Andrew Lovejoy
Andrew Lovejoy



Contract #41-006-3

Demand Services for Hall County Sewer System

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

[illegible]

Supplement Agreement #3

Demand Services for Hall County Sewer System

April 11, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #41-006, Demand Services for South Hall and North Hall County Sewer System, dated July 1, 2020 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 25th day of
April, 2023

Tetra Tech, Inc.

Ashley Campbell

Notary Public
Commission expires: August 18, 2026

By: Lauren Springer
Lauren Springer



Contract #41-006-3

Demand Services for Hall County Sewer System

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

[illegible]

Demand Services for Hall County Sewer System						
RFP 41-006						
Hourly Rates	AECOM Atlanta, GA		Civil Engineering Consultants, Inc. Marietta, GA		Tetra Tech Atlanta, GA	
	Proposed Cost		Proposed Cost		Proposed Cost	
	Principal in Charge	\$280.00	Project Manager	\$ 140.00	Sr. Project Manager	\$ 230.00
	Contract Manager	\$ 260.00	Sr. Design Engineer	\$ 140.00	Project Manager 2	\$ 200.00
	Technical Advisor, Sr.	\$ 276.00	Project Engineer	\$ 90.00	Project Manager 1	\$ 180.00
	Technical Advisor	\$ 207.00	CADD Specialist	\$ 75.00	Engineer 10	\$ 240.00
	Task Manager	\$ 247.00	Administrative Support	\$ 50.00	Engineer 9	\$ 220.00
	Accountant Associate	\$ 103.00	Survey / Locates	\$ 125.00	Engineer 8	\$ 200.00
	Accountant	\$ 124.00	GIS / Mapping	\$ 75.00	Engineer 7	\$ 180.00
	Accountant, Sr.	\$ 138.00			Engineer 6	\$ 160.00
	Administrative Assistant / Clerical	\$ 90.00			Engineer 5	\$ 140.00
	Administrative Assistant / Clerical Sr.	\$ 110.00			Engineer 4	\$ 120.00
	Architect Associate	\$ 94.00			Engineer 3	\$ 100.00
	Architect Associate	\$ 106.00			Designer 5	\$ 130.00
	Architect, Project	\$ 188.00			Designer 4	\$ 110.00
	Architect, Sr.	\$ 228.00			Designer 3	\$ 90.00
	Construction Manager	\$ 148.00			Scientist 7	\$ 160.00
	Construction Manager, Project	\$ 195.00			Scientist 6	\$ 140.00
	Construction Manager, Sr.	\$ 224.00			Scientist 5	\$ 120.00
	Contract Administrator / Controls	\$ 101.00			CADD Tech Sr.	\$ 130.00
	Sr. Contract Administrator / Controls	\$ 178.00			CADD Tech Jr.	\$ 110.00
	Designer / CADD Associate	\$ 103.00			Admin. Assistant	\$ 80.00
	Designer / CADD	\$ 127.00			Registered Land Surveyor, Sr.	\$ 200.00
	Designer / CADD , Project	\$ 154.00			Registered Land Surveyor, Jr.	\$ 175.00
	Designer / CADD, SR.	\$ 170.00			Survey Tech - Sr.	\$ 175.00
	Engineer I	\$ 103.00			Survey Tech - Project	\$ 155.00
	Engineer II	\$ 127.00			2 Person Survey Crew	\$ 175.00
	Engineer III	\$ 148.00			3 Person Survey Crew	\$ 195.00
	Engineer IV	\$ 164.00			<u>Expenses</u>	
	Engineer V	\$ 190.00			All expenses	at cost
	Engineer VI	\$ 223.00				
	Engineer VII	\$ 248.00				
	Engineer VIII	\$ 262.00				
	Engineer IX	\$ 275.00				
	Design Manager	\$ 247.00				
	Design Manager, Sr.	\$ 258.00				
	GIS Technician I	\$ 92.00				
	GIS Technician II	\$ 109.00				
	GIS Technician III	\$ 143.00				
	GIS Manager	\$ 170.00				

	Health & Safety Manager / CIH	\$ 253.00				
	Health & Safety Specialist	\$ 138.00				
	Planner / Economist I	\$ 99.00				
	Planner / Economist II	\$ 143.00				
	Planner / Economist III	\$ 166.00				
	Planner / Economist IV	\$ 238.00				
	Scientist, Associate	\$ 106.00				
	Scientist	\$ 132.00				
	Scientist, Project	\$ 161.00				
	Scientist, Sr.	\$ 212.00				
	Specifications Manager	\$ 167.00				
	Specifications Writer	\$ 109.00				
	2 Person Survey Crew	\$ 184.00				
	3 Person Survey Crew	\$ 207.00				
	Project Surveyor Technician	\$ 161.00				
	Sr. Surveyor Technician	\$ 184.00				
	Survey Project Manager (Registered Land Surveyor)	\$ 184.00				
	Survey Principal (Registered Land Surveyor)	\$ 212.00				
	Technician I	\$ 80.00				
	Technician II	\$ 106.00				
	Technician III	\$ 129.00				
	Expenses					
	Auto Mileage	current federal rate				
	Document & drawing reproduction	Cost				
	Outside Professional Services	Cost + 10%				
	Materials & Other Direct Costs	Cost + 10%				

State of Georgia
County of Hall

Contract #41-006-3

Supplement Agreement #3

Demand Services for Hall County Sewer System

April 11, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #41-006, Demand Services for South Hall and North Hall County Sewer System, dated July 1, 2020 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

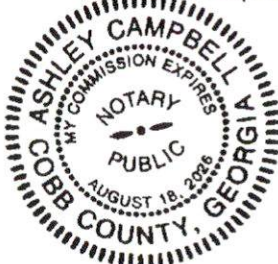
By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 25th day of
April, 2023

Tetra Tech, Inc.

Ashley Campbell
Notary Public
Commission expires: August 18, 2026

By: Lauren Springer
Lauren Springer



State of Georgia
County of Hall

Contract #41-006-3

Supplement Agreement #3

Demand Services for Hall County Sewer System

April 12, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #41-006, Demand Services for Hall County Sewer System, dated July 1, 2020 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 12th day of
April, 2023

Civil Engineering Consultants, Inc.

Notary Public
Commission expires: 10/21/24

By: Andrew Lovejoy
Andrew Lovejoy



State of Georgia
County of Hall

Contract #41-006-3

Supplement Agreement #3

Demand Services for Hall County Sewer System

April 12, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #41-006, Demand Services for Hall County Sewer System, dated July 1, 2020 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2023

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins
Commission Chairman

Subscribed and sworn to in our
presence this 28th day of
April, 2023

AECOM Technical Services, Inc.

Robin W. Overstreet
Notary Public
Commission expires: 2/28/2025

By: Tina A. Houston
Tina Houston

